

CITY COUNCIL MEETINGS RULES – PUBLIC DECORUM

Strict adherence to the following rules of decorum by the public will be observed and adhered to during City Council meetings, including open forum, public comment period on legislative items, and Council deliberations:

- 1. No Clapping!**
- 2. No Cheering!**
- 3. No Booing!**
- 4. No public outbursts!**
- 5. Three-minute time limit for comments made during open forum and public testimony on legislative items!**
- 6. No person shall be permitted to speak at open forum more often than once per month. In addition, please silence your cell phones when entering the Council Chambers!**

Further, keep the following City Council Rules in mind:

Rule 2.2 Open Forum

- D. The open forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City. No person shall be permitted to speak regarding items on the current or advance agendas, pending hearing items, or initiatives or referenda in a pending election. Individuals speaking during the open forum shall address their comments to the Council President and shall not use profanity, engage in obscene speech, or make personal comment or verbal insults about any individual.
- E. To encourage wider participation in open forum and a broad array of public comment and varied points of view, no person shall be permitted to speak at open forum more often than once per month. However, there is no limit on the number of items on which a member of the public may testify, such as legislative items, special consideration items, hearing items, and other items before the City Council and requiring Council action that are not adjudicatory or administrative in nature, as specified in Rules 5.3 and 5.4.

Rule 5.4 Public Testimony Regarding Legislative Agenda Items – Time Limits

- A. 5.4.1 The City Council shall take public testimony on all matters included on its legislative agenda, with those exceptions stated in Rule 5.4(B). Public testimony shall be limited to the final Council action. Public testimony shall be limited to three (3) minutes per speaker, unless, at his or her discretion, the Chair determines that, because of the number of speakers signed up to testify, less time will need to be allocated per speaker in order to accommodate all of the speakers. The Chair may allow additional time if the speaker is asked to respond to questions from the Council.
- B. No public testimony shall be taken on consent agenda items, amendments to legislative agenda items, or procedural, parliamentary, or administrative matters of the Council.
- C. For legislative or hearing items that may affect an identifiable individual, association, or group, the following procedure may be implemented:
 - 1. Following an assessment by the Chair of factors such as complexity of the issue(s), the apparent number of people indicating a desire to testify, representation by designated spokespersons, etc., the Chair shall, in the absence of objection by the majority of the Council present, impose the following procedural time limitations for taking public testimony regarding legislative matters:
 - a. There shall be up to fifteen (15) minutes for staff, board, or commission presentation of background information, if any.
 - b. The designated representative of the proponents of the issue shall speak first and may include within his or her presentation the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. Up to thirty (30) minutes shall be granted for the proponent's presentation. If there be more than one designated representative, they shall allocate the 30 minutes between or among themselves.

c.Á Three minutes shall be granted for any other person not associated with the designated representative who wishes to speak on behalf of the proponent's position.

d.Á The designated representative, if any, of the opponents of the issue shall speak following the presentation of the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. The designated representative(s) of the opponents shall have the same time allotted as provided for the proponents.

e.Á Three minutes shall be granted for any other person not associated with the designated representative who wishes to speak on behalf of the opponents' position.

f.Á Up to ten minutes of rebuttal time shall be granted to the designated representative for each side, the proponents speaking first, the opponents speaking second.

2.Á In the event the party or parties representing one side of an issue has a designated representative and the other side does not, the Chair shall publicly ask the unrepresented side if they wish to designate one or more persons to utilize the time allotted for the designated representative. If no such designation is made, each person wishing to speak on behalf of the unrepresented side shall be granted three minutes to present his/her position, and no additional compensating time shall be allowed due to the fact that the side has no designated representative.

3.Á In the event there appears to be more than two groups wishing to advocate their distinct positions on a specific issue, the Chair may grant the same procedural and time allowances to each group or groups, as stated previously.

D.Á The time taken for staff or Council member questions and responses thereto shall be in addition to the time allotted for any individual or designated representative's testimony.

THE CITY OF SPOKANE



ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, JUNE 11, 2018

MISSION STATEMENT

TO DELIVER EFFICIENT AND EFFECTIVE SERVICES
THAT FACILITATE ECONOMIC OPPORTUNITY
AND ENHANCE QUALITY OF LIFE.

MAYOR DAVID A. CONDON

COUNCIL PRESIDENT BEN STUCKART

COUNCIL MEMBER BREEAN BEGGS

COUNCIL MEMBER MIKE FAGAN

COUNCIL MEMBER CANDACE MUMM

COUNCIL MEMBER KATE BURKE

COUNCIL MEMBER LORI KINNEAR

COUNCIL MEMBER KAREN STRATTON

3:30 P.M. BRIEFING SESSION
CITY COUNCIL CHAMBERS
CITY HALL
808 W. SPOKANE FALLS BLVD.
SPOKANE, WA 99201

6:00 P.M. TOWN HALL SESSION
WEST CENTRAL COMMUNITY CENTER
1603 NORTH BELT STREET
SPOKANE, WA 99205

CITY COUNCIL BRIEFING SESSION

Council will adopt the Administrative Session Consent Agenda after they have had appropriate discussion. Items may be moved to the 6:00 p.m. Legislative Session for formal consideration by the Council at the request of any Council Member.

SPOKANE CITY COUNCIL BRIEFING SESSIONS (BEGINNING AT 3:30 P.M. EACH MONDAY) AND LEGISLATIVE SESSIONS (BEGINNING AT 6:00 P.M. EACH MONDAY) ARE BROADCAST LIVE ON CITY CABLE CHANNEL FIVE AND STREAMED LIVE ON THE CHANNEL FIVE WEBSITE. THE SESSIONS ARE REPLAYED ON CHANNEL FIVE ON THURSDAYS AT 6:00 P.M. AND FRIDAYS AT 10:00 A.M.

The Briefing Session is open to the public, but will be a workshop meeting. Discussion will be limited to Council Members and appropriate Staff and Counsel. There will be an opportunity for the expression of public views on any issue not relating to the Current or Advance Agendas during the Open Forum at the beginning and the conclusion of the Legislative Agenda.

ADDRESSING THE COUNCIL

- No one may speak without first being recognized for that purpose by the Chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet as a condition of recognition.
- Each person speaking at the public microphone shall print his or her name and address on the sheet provided at the entrance and verbally identify him/herself by name, address and, if appropriate, representative capacity.
- If you are submitting letters or documents to the Council Members, please provide a minimum of ten copies via the City Clerk. The City Clerk is responsible for officially filing and distributing your submittal.
- In order that evidence and expressions of opinion be included in the record and that decorum befitting a deliberative process be maintained, modes of expression such as demonstration, banners, applause and the like will not be permitted.
- A speaker asserting a statement of fact may be asked to document and identify the source of the factual datum being asserted.

SPEAKING TIME LIMITS: Unless deemed otherwise by the Chair, each person addressing the Council shall be limited to a three-minute speaking time.

CITY COUNCIL AGENDA: The City Council Advance and Current Agendas may be obtained prior to Council Meetings from the Office of the City Clerk during regular business hours (8 a.m. - 5 p.m.). The Agenda may also be accessed on the City website at www.spokanecity.org. Agenda items are available for public review in the Office of the City Clerk during regular business hours.

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and also is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Human Resources at 509.625.6383, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or msteinolfson@spokanecity.org. Persons who are deaf or hard of hearing may contact Human Resources through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

If you have questions, please call the Agenda Hotline at 625-6350.

BRIEFING SESSION

(3:30 p.m.)

(Council Chambers Lower Level of City Hall)

(No Public Testimony Taken)

Council Reports

Staff Reports

Committee Reports

Advance Agenda Review

Current Agenda Review

ADMINISTRATIVE SESSION

Roll Call of Council

CONSENT AGENDA

REPORTS, CONTRACTS AND CLAIMS

RECOMMENDATION

- | | | |
|--|---------|------------------------------|
| 1. Purchase from R.C. Worst & Company (Coeur d'Alene, ID) for Central #2 Well Station Pump—\$397,960 (incl. tax).
Jim Sakamoto | Approve | OPR 2018-0359
BID 4460-18 |
| 2. Contract Amendment with Evans, Craven & Lackie, P.S. for outside counsel services in regard to workers' compensation matters—\$100,000.
Christine Cavanaugh | Approve | OPR 2013-0768 |
| 3. Master Contract with Overhead Door Corp./NationServe (Spokane Valley, WA) for citywide annual overhead door / electrical repair and maintenance—\$150,000.
Thea Prince | Approve | OPR 2018-0360
SWR #64-18 |
| 4. Five-Year Contract Extension with American Traffic Solutions (Scottsdale, AZ) from November 13, 2018, through December 31, 2018—Estimated increase in contract for 2018 is \$43,100 and annual amounts are estimated at \$979,800 annually thereafter.
Kevin King | Approve | OPR 2008-0120 |

- | | | |
|--|-----------------------------------|---------------|
| 5. Report of the Mayor of pending claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2018, total \$_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$_____. | Approve &
Authorize
Payment | CPR 2018-0002 |
|
 | | |
| 6. City Council Meeting Minutes: _____, 2018. | Approve
All | CPR 2018-0013 |

EXECUTIVE SESSION

(Closed Session of Council)

(Executive Session may be held or reconvened during the 6:00 p.m. Legislative Session)

CITY COUNCIL SESSION

(May be held or reconvened following the 3:30 p.m. Administrative Session)

(Council Briefing Center)

This session may be held for the purpose of City Council meeting with Mayoral nominees to Boards and/or Commissions. The session is open to the public.

TOWN HALL/LEGISLATIVE SESSION

(6:00 P.M.)

(Council Reconvenes at the West Central Community Center)

WORDS OF INSPIRATION

PLEDGE OF ALLEGIANCE

ROLL CALL OF COUNCIL

ANNOUNCEMENTS

(Announcements regarding Changes to the City Council Agenda)

NO BOARDS AND COMMISSIONS APPOINTMENTS

ADMINISTRATIVE REPORT

COUNCIL COMMITTEE REPORTS

(Committee Reports for Finance, Neighborhoods, Public Safety, Public Works, and Planning/Community and Economic Development Committees and other Boards and Commissions)

TOWN HALL FORUM

This is an opportunity for citizens to discuss items of interest not relating to the Current or Advance Agendas nor relating to political campaigns/items on upcoming election ballots. This Forum shall be for a period of time not to exceed thirty minutes. After all the matters on the Agenda have been acted on, unless it is 10:00 p.m. or later, the open forum shall continue for a period of time not to exceed thirty minutes. Each speaker will be limited to three minutes, unless otherwise deemed by the Chair. If you wish to speak at the forum, please sign up on the sign-up sheet located in the Chase Gallery.

Note: No person shall be permitted to speak at Open Forum more often than once per month (Council Rule 2.2.E).

NEIGHBORHOOD REPORTS

LEGISLATIVE AGENDA

NO SPECIAL BUDGET ORDINANCES

NO EMERGENCY ORDINANCES

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

Council decision on whether to defer the following Legislative Agenda items one week (June 18, 2018), since June 11, 2018, (6 p.m.) is a Town Hall Meeting.

- | | |
|---------------|--|
| RES 2018-0044 | Regarding the approval of hiring four Traffic Officers for the Spokane Police Department Traffic Unit paid through the school zone traffic camera fund.
Council Member Beggs |
| ORD C35629 | Relating to automated traffic safety camera systems; amending section 16A.64.260 of the Spokane Municipal Code.
Council Member Beggs |
| ORD C35630 | Relating to future and renewed water intertie agreements; enacting a new Chapter 13.045 to the Spokane Municipal Code.
Council Member Beggs |
| ORD C35631 | Relating to the rates of public utilities and services, amending Section 13.03.1208 of the Spokane Municipal Code.
Council Member Beggs |

- ORD C35632 Relating to Urban Utility Installation Program; amending SMC section 8.10.230.
Teri Stripes
- ORD C35633 Providing an option for public web posting as a response to public records requests for completed Internal Affairs reports, criminal investigations of officer involved deaths and shootings in their entirety, and related body camera footage; enacting a new chapter 03.10A of the Spokane Municipal Code.
Council Member Beggs
- ORD C35634 Relating to budget controls; amending section 3.07.230; enacting new sections 3.07.340, 3.07.350, 3.07.360, and 3.07.370 of the Spokane Municipal Code.
Council Member Stratton

NO FIRST READING ORDINANCES

NO SPECIAL CONSIDERATIONS

NO HEARINGS

Motion to Approve Advance Agenda for June 11, 2018
(per Council Rule 2.1.2)

TOWN HALL FORUM (CONTINUED)

This is an opportunity for citizens to discuss items of interest not relating to the Current or Advance Agendas nor relating to political campaigns/items on upcoming election ballots. This Forum shall be for a period of time not to exceed thirty minutes. After all the matters on the Agenda have been acted on, unless it is 10:00 p.m. or later, the open forum shall continue for a period of time not to exceed thirty minutes. Each speaker will be limited to three minutes, unless otherwise deemed by the Chair. If you wish to speak at the forum, please sign up on the sign-up sheet located in the Chase Gallery.

Note: No person shall be permitted to speak at Open Forum more often than once per month (Council Rule 2.2.E).

ADJOURNMENT

The June 11, 2018, Regular Legislative Session of the City Council is adjourned to June 18, 2018.

NOTES

**Agenda Sheet for City Council Meeting of:**

06/11/2018

<u>Date Rec'd</u>	5/18/2018
<u>Clerk's File #</u>	OPR 2018-0359
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	4460-18
<u>Requisition #</u>	RE 18940

<u>Submitting Dept</u>	WATER & HYDROELECTRIC SERVICES
<u>Contact Name/Phone</u>	JIM SAKAMOTO 625-7854
<u>Contact E-Mail</u>	JSAKAMOTO@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Purchase w/o Contract
<u>Agenda Item Name</u>	4100 - CENTRAL #2 WELL STATION PUMP

Agenda Wording

Purchase of Central #2 Well Station Pump from R.C. Worst & Company (Coeur d'Alene, ID) for \$397,960.00 including tax.

Summary (Background)

Sealed bids were opened on Monday, May 7, 2018 to provide the Water & Hydroelectric Services department with a pump for Central #2 Well Station. Five (5) bids were received; award is recommended to the low bid meeting specifications - R.C. Worst & Company for \$397,960.00. This purchase comes in under the original estimate of \$500,000.00.

<u>Fiscal Impact</u>	Grant related? YES Public Works? NO	<u>Budget Account</u>
Expense	\$ 397,960.00	# 4250-98818-94000-56401-15729
Select	\$	#
Select	\$	#
Select	\$	#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	KEGLEY, DANIEL	<u>Study Session</u>
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u> PSCHC 6/4/2018
<u>Finance</u>	KECK, KATHLEEN	<u>Distribution List</u>
<u>Legal</u>	ODLE, MARI	TPRINCE@SPOKANECITY.ORG
<u>For the Mayor</u>	DUNIVANT, TIMOTHY	SJOHNSON@SPOKANECITY.ORG
Additional Approvals		JSAKAMOTO@SPOKANECITY.ORG
<u>Purchasing</u>	WAHL, CONNIE	SBURNS@SPOKANECITY.ORG
<u>GRANTS & CONTRACT MGMT</u>	STOPHER, SALLY	

Briefing Paper

Public Safety & Community Health Committee

Division & Department:	Public Works, 4100 Water & Hydroelectric Services		
Subject:	Purchase of Central #2 Well Station Pump		
Date:	6/4/2018		
Author (email & phone):	Jim Sakamoto, jsakamoto@spokanecity.org , x7854		
City Council Sponsor:	---		
Executive Sponsor:	---		
Committee(s) Impacted:	---		
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative		
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	Funding for this purchase has been allocated from Drinking Water State Revolving Grant Funds in accordance with Engineering Project #2016-133. This project has come in under the original estimate of \$500,000.		
Strategic Initiative:	Innovative Infrastructure, Urban Experience		
Deadline:	Delivery of this product is needed in October of 2018 at the latest to support current timelines for this project.		
Outcome: (deliverables, delivery duties, milestones to meet)	This order supports competitive procurement of a vital component for the Central #2 Well Station Pump project.		
Background/History: On Monday, May 7, 2018 sealed bids were opened to provide the Water & Hydroelectric Services department with a pump for Central #2 Well Station. Five (5) bids were received; award is recommended to the low bid meeting specifications – R.C. Worst & Company.			
Executive Summary: <ul style="list-style-type: none"> Award Recommended to R.C. Worst & Company for \$397,960.00 Purchase Competed on Bid Request #4460-18 			
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: DWSRF Grant Funding Other budget impacts: N/A			
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: N/A Known challenges/barriers: N/A			

BID #4260-18			SPECIALTY PUMP SERVICE INC		PUMPTech INC.		TRIANGLE PUMP & EQUIPMENT INC	
CENTRAL WELL #2 STATION PUMP			4712 S THOR SPOKANE WA 99223		209 S HAMILTON RD MOSES LAKE WA 98837		PO BOX 2890 BATTLE GROUND WA 98642	
			Jim Succi jsucci@comcast.net (509) 534-3382		Ed Smith moseslake@pumptechnw.com (509) 475-2677		David Flack david@trianglepump.com (360) 887-9530	
ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
	1	One (1) Vertical Turbine Pump, Type: Deep Well (Lineshaft)	\$ 519,995.00	\$ 519,995.00	\$ 639,700.00	\$ 639,700.00	\$ 395,303.00	\$ 395,303.00
	1	Spare parts: Packing & packing puller, one (1) set	\$ 178.00	\$ 178.00	\$ 295.00	\$ 295.00	\$ 154.00	\$ 154.00
SALES TAX		8.80%		\$ 45,775.23		\$ 56,319.56		\$ 34,800.22
	1	Supervise Installation, equipment inspection, field testing and adjustments, Reporting, Training (total nine (9) days on-site)	\$ 10,800.00	\$ 10,800.00	\$ 10,000.00	\$ 10,000.00	\$ 4,800.00	\$ 4,800.00
GRAND TOTAL				\$ 576,748.23		\$ 706,314.56		\$ 435,057.22
EXCEPTIONS							5.0 (A)(1) Bowl OD Coating shall be carboline 891. This is Floway NSF-61 Approved Epoxy 5.0 (B)(1) Column coating shall be carboline 891. This is Floway approved NSF-61 Epoxy Read bid response for complete list of exceptions	
						#####		
DELIVERY			120 DAYS FRO		210 DAYS FRO		56 DAYS FOR SUBMITTAL 154 DAYS AFTER SUBMITTAL APPROVAL	
CREDIT CARD				NO	YES		NO	
ADDITIONAL PURCHASES				YES - till 5/31/18		YES- till 12/15/18		YES- till 1/1/19

**Agenda Sheet for City Council Meeting of:**

06/11/2018

Date Rec'd

5/23/2018

Clerk's File #

OPR 2013-0768

Renews #Submitting Dept

HUMAN RESOURCES

Cross Ref #Contact Name/PhoneCHRISTINE X6383
CAVANAUGHProject #Contact E-Mail

CCAUNAUGH@SPOKANECITY.ORG

Bid #Agenda Item Type

Contract Item

Requisition #PD THROUGH
CLAIMSAgenda Item Name

5810 - WC LEGAL SERVICES

Agenda Wording

Amendment to contract with Evans, Craven & Lackie, P.S. for outside counsel services in regards to workers' compensation matters - increase \$100,000.

Summary (Background)

The City entered into a contract with the above firm for outside legal counsel services in regards to workers' compensation claims in 2013. The original contract has an amount \$46,000, and has been amended to add \$50,000 in 2015, and \$100,000 in 2016, 2017 and 2018.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Expense \$ 100,000

5810-78500-17680-54601-99999

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

CAVANAUGH, CHRISTINE

Study SessionDivision Director

CAVANAUGH, CHRISTINE

OtherFinance Committee -
6/4/18Finance

BUSTOS, KIM

Distribution ListLegal

DALTON, PAT

ccavanaugh@spokanecity.org

For the Mayor

DUNIVANT, TIMOTHY

rkokot@spokanecity.org

Additional Approvals

gkane@ecl-law.com

Purchasing



City of Spokane
CONTRACT AMENDMENT
Title: **SPECIAL COUNSEL**

THIS CONTRACT AMENDMENT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), and **GREGORY KANE** and the law firm of **EVANS, CRAVEN & LACKIE, P.S.**, whose address is 818 West Riverside Avenue, Suite 250, Spokane, Washington 99201-1910, as ("Firm").), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Firm agreed to act as OUTSIDE COUNSEL providing legal services and advice to the City and individual officers and employees regarding workers' compensation matters; and

WHEREAS, additional funds are required.

-- Now, Therefore,

The parties agree as follows:

1. **DOCUMENTS**. The Contract dated October 21, 2013 and October 25, 2013, any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.
2. **EFFECTIVE DATE**. This Contract Amendment shall become effective upon signatures of the parties.
3. **EXTENSION**. The contract documents are hereby extended and shall remain in effect until completion of the services or earlier terminated.

4. COMPENSATION. The City shall pay **ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00)** for everything furnished and done under this Contract Amendment.

EVANS, CRAVEN & LACKIE, P.S.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

18-091

**Agenda Sheet for City Council Meeting of:**

06/11/2018

<u>Date Rec'd</u>	5/24/2018
<u>Clerk's File #</u>	OPR 2018-0360
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	SWR #64-18
<u>Requisition #</u>	MASTER CONTRACT

<u>Submitting Dept</u>	FINANCE & ADMIN
<u>Contact Name/Phone</u>	THEA PRINCE 625-6403
<u>Contact E-Mail</u>	TPRINCE@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	5500 - CITY WIDE CONTRACT FOR ANNUAL OVERHEAD DOOR/ELECTRIC GATE REPAIR

Agenda Wording

Approve Master Contract for an original three (3) year period with Overhead Door Corp/NationServe of Spokane Valley for annual Overhead Door/Electric Repair and Maintenance - Annual estimated expenditure - \$150,000.00

Summary (Background)

On April 17, 2018 sealed small works bids were opened for Annual Garage Door/Electric Gate Repair and Maintenance. Three (3) responses were received with Overhead Door Corp/NationServe of Spokane Valley being the lowest responsible responsive bidder. This Master Contract is intended for city-wide use. The original contract is for a three (3) year period and there are two (2) one-year optional renewals available.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? YES	
Expense \$ 150,000.00		# multiple
Select \$		#
Select \$		#
Select \$		#
<u>Approvals</u>	<u>Council Notifications</u>	
<u>Dept Head</u>	STOPHER, SALLY	<u>Study Session</u>
<u>Division Director</u>	DUNIVANT, TIMOTHY	<u>Other</u> URBAN 5/14/18
<u>Finance</u>	BUSTOS, KIM	<u>Distribution List</u>
<u>Legal</u>	ODLE, MARI	tprince@spokanecity.org
<u>For the Mayor</u>	DUNIVANT, TIMOTHY	tom_hagerty@nationserve.com
<u>Additional Approvals</u>		
<u>Purchasing</u>	PRINCE, THEA	

Briefing Paper

URBAN EXPERIENCE

Division & Department:	Finance
Subject:	Contract with Overhead Door/NationServe for Annual Garage Door/Electric Gate Maintenance (City Wide)
Date:	5/14/18
Contact (email & phone):	Thea Prince – tprince@spokanecity.org – (509) 625-6403
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Council approval of a three (3) year contract with Overhead Door/NationServe for Annual Garage Door/Electric Gate Maintenance
Background/History: There have been several vendors doing garage door/electric gate maintenance throughout the City. A Bid was issued for this service to consolidate to one vendor. Three (3) responses were received and Overhead Door/NationServe was the lowest responsive vendor. This resulting contract will be a City Wide Contract for a three (3) year period. Estimated annual expenditure is \$150,000.00.	
Executive Summary: <ul style="list-style-type: none"> • <u>Impact</u> Consolidate multiple contracts, etc into one contract for City Wide garage door/electric gate maintenance for a three (3) year period. • <u>Action</u> Purchasing is seeking Council approval enter into a contract for three (3) years. • <u>Funding</u> Funding for this purchase is provided in various department budgets. 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Department Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	



City of Spokane

**MASTER CONTRACT
PUBLIC WORKS**

Title: **ANNUAL GARAGE DOOR
MAINTENANCE**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **OVERHEAD DOOR CORP./NATIONSERVE OF SPOKANE VALLEY**, whose address is 3808 North Sullivan Road, Building 32, Suite C, Spokane Valley, Washington 99216 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the purpose of this Contract is to provide Annual Garage Door Repair and Maintenance to the City; and

WHEREAS, the Contractor was selected through an RFB issued by the City on April 17, 2018.

-- NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance of the Scope of Work contained herein, the City and Contractor mutually agree as follows:

1. TERM OF CONTRACT.

The term of this Contract begins on June 1, 2018, and ends on May 31, 2021, unless amended by written agreement or terminated earlier under the provisions.

2. SCOPE OF WORK.

The Contractor's General Scope of Work for this Agreement is described Exhibit A, Contractor's Response to Bid, which is attached to and made a part of this Agreement. In the event of a conflict or discrepancy in the Agreement documents, this City Agreement controls.

The Contractor shall provide **Annual Garage Door Repair and Maintenance** Work for the City:

The Work is subject to City review and approval. The Contractor shall confer with the City periodically, and prepare and present information and materials (e.g. detailed outline of completed Work) requested by the City to determine the adequacy of the Work or Contractor's progress.

3. COMPENSATION / PAYMENT.

Total compensation for Contractor's services under this Contract shall be a maximum amount not to exceed **ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$150,000.00)** per year, unless modified by a written amendment to this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 2 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.

The Contractor shall submit its applications for payment to the City department requesting the service. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Contractor's application except as provided in RCW 39.76.

4. STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED. The Contractor and each subcontractor required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the Washington State Department of Labor and Industries (L & I); and (2) the address and telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

5. FEES.

Reimbursement for the fees paid by the Contractor for the approval of "Statements of Intent to Pay Prevailing Wages" and certification of "Affidavits of Wages Paid" by the industrial statistician of the State Department of Labor and Industries will be added to the amounts due the Contractor. The Contractor will remain responsible for the actual submittal of the documents to the industrial statistician. In order to receive this reimbursement the Contractor will be required to submit to the City, prior to final acceptance of the work, a list of its subcontractors at all tiers and have their "Statements of Intent to Pay Prevailing Wages" on file with the City.

6. STATE PREVAILING WAGES.

The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by the Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the "Statement(s) of Intent to Pay Prevailing Wages" on file with the City. Prior to the payment of funds held under RCW 60.28, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician.

7. TAXES, FEES AND LICENSES.

- A. Contractor shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Contract. It is the Contractor's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Contract shall be included in the project budgets.

8. CITY OF SPOKANE BUSINESS LICENSE.

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Contractor shall be responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration. If the Contractor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

9. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this

Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Contractor agrees to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

10. DEBARMENT AND SUSPENSION.

The Contractor has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.

11. INDEMNIFICATION.

The Contractor shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Contractor's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Contractor to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Contractor's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Contractor, its agents or employees. The Contractor specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Contractor recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

12. INSURANCE.

During the period of the Contract, the Contractor shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to RCW 48:

A. **Worker's Compensation Insurance** in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;

B. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Contractor's services to be provided under this Contract;

- i. Acceptable **supplementary Umbrella insurance** coverage combined with Company's General Liability insurance policy must be a minimum of \$1,000,000, in order to meet the insurance coverage limits required in this Contract; and

C. **Automobile Liability Insurance** with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; and

C. **Property Insurance** if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies of the completed value of improvement. Hazard or XCU (explosion, collapse, underground) insurance should be provided if any hazard exists.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Consultant's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

13. SUBCONTRACTOR RESPONSIBILITY.

A. The Contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW 39.04.350. The responsibility criteria are listed in the request for bids document. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the City, the Contractor shall promptly provide documentation to the City demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.

B. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable, have:
 - a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - b. A Washington Employment Security Department number, as required in Title 50 RCW;

- c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - d. An electrical contractor license, if required by Chapter 19.28 RCW;
 - e. An elevator contractor license, if required by Chapter 70.87 RCW.
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

14. INDEPENDENT CONTRACTOR.

The Contractor is an independent Contractor. This Contract does not intend the Contractor to act as a City employee. The City has neither direct nor immediate control over the Contractor nor the right to control the manner or means by which the Contractor works. Neither the Contractor nor any Contractor employee shall be an employee of the City. This Contract prohibits the Contractor to act as an agent or legal representative of the City. The Contractor is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Contractor shall pay all income and other taxes as due.

15. ASSIGNMENT AND SUBCONTRACTING.

The Contractor shall not assign or subcontract its obligations under this Contract without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Contractor shall incorporate by reference this Contract, except as otherwise provided. The Contractor shall ensure that all subcontractors comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the Contractor from liability or any obligation within this Contract, whether before or after City consent, assignment or subcontract.

16. TERMINATION.

Either party may terminate this Contract, with or without cause, by ten (10) days written notice to the other party. In the event of such termination, the City shall pay the Contractor for all work previously authorized and performed prior to the termination date.

17. STANDARD OF PERFORMANCE.

The standard of performance applicable to Contractor's services will be the degree of skill and diligence normally employed by professional contractors in the region performing the same or similar Contracting services at the time the work under this Contract are performed.

18. ANTI KICK-BACK.

No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Contract shall have or acquire any interest in the Contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Contract.

19. CONSTRUAL.

The Contractor acknowledges receipt of a copy of the Contract documents and agrees to comply with them. The silence or omission in the Contract documents concerning any detail required for the proper execution and completion of the work means that only the best general practice is to

prevail and that only material and workmanship of the best quality are to be used. This Contract shall be construed neither in favor of nor against either party.

20. CONTRACTOR'S ACKNOWLEDGEMENT AND WARRANTY.

The Contractor acknowledges that it has visited the site of the work, has examined it, and is qualified to perform the work required by this Contract.

The Contractor guarantees and warranties all work, labor and materials under this Contract shall be in accord with the Contract documents. If any unsatisfactory condition or defect develops within that time, the Contractor will immediately place the work in a condition satisfactory to the City and repair all damage caused by the condition or defect. The Contractor will repair or restore to the City's satisfaction, in accordance with the contract documents and at its expense, all property damaged by his performance under this Contract. This warranty is in addition to any manufacturers' or other warranty in the Contract documents.

21. MISCELLANEOUS PROVISIONS.

- A. **Amendments/Modifications:** The City may modify this Contract and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the City, and the Contract time and compensation will be adjusted accordingly.
- B. The Contractor, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers.
- C. This Contract shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Contractor after the time the same shall have become due nor payment to the Contractor for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Contractor. If conflict occurs between Contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Contract to afford the City the maximum benefits.
- H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made or in any connection with this Contract.
- I. Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are **public records** and

are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached and incorporated and made a part, the parties have executed this Contract by having legally-binding representatives affix their signatures below.

**OVERHEAD DOOR CORP./
NATIONSERVE OF SPOKANE VALLEY**

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Contract:

Exhibit A – Contractor's Response to Bid
Exhibit B – Certification Regarding Debarment

18-088

EXHIBIT A



RECEIVED
APR 16 2018
PURCHASING
1:35pm
JP

City Of Spokane

Ref: Annual Garage Door Repair Bid

Nationserve Spokane Valley has been providing door repair for your facilities since 2001.

Our personnel, expertise and professionalism has been the basis of the relationship over the years. Our technicians pride themselves on finding solutions to the various issues that arise, repairing in the most cost-effective manner and educating your personnel.

Our responsiveness to your needs has been of great value to the City of Spokane enabling all residents to rely on your services. You have been and will remain a priority customer of ours, so you can continue to meet the needs of all citizens.

It has been our pleasure servicing your garage door needs over the years. We look forward to continuing to provide you with quality service.



The Genuine. The Original.



CITY OF SPOKANE

Annual Garage Door Repair

April 17, 2018

REQUEST FOR BIDS (RFB)

SECTION I. BID PREPARATION AND EVALUATION

1. BID PREPARATION. Bids shall be typed or printed in ink, prepared on the form furnished by the City of Spokane and signed by an authorized person of the Contractor's Firm. If errors are made, the corrections shall be initialed by the person signing the Bid.
2. SUBMISSION OF BIDS. Submit one (1) copy of the Bid by 3:00 P.M. Pacific Local Time, Tuesday, April 17, 2018 to Thea Prince, Senior Procurement Specialist, City of Spokane Purchasing Department, 4th Floor, 808 W Spokane Falls Blvd., Spokane WA 99201 or tprince@spokanecity.org.
3. CONTRACTOR'S REPRESENTATION. The Contractor by making its Bid represents that it has read and understands the specifications; and has visited the site and familiarized itself with the local conditions under which the Work is to be performed.
4. QUALIFICATION. Prior to the award of Contract, the Contractor shall be required to submit evidence of sufficient facilities, equipment, experience and financial ability to insure completion of the Work, unless waived by the City.
5. AWARD OF CONTRACT. Award of Contract, when made by the City, will be to low responsive responsible bidder based on evaluation of 63 two (2) hour calls for evaluating purposes – 80% are non-emergency calls and 20% are emergency calls as described on Page 8. Unsuccessful Contractors will not automatically be notified of results.
6. EXECUTION OF CONTRACT. Within ten (10) days of contract award, the Contractor shall sign and return to the City an executed copy of the contract and payment/performance bonds and approved evidence of insurance unless otherwise mutually agreed by the City and Contractor.
7. PAYMENT. **Payment will be made via direct deposit/ACH after receipt of the Contractor's application except as provided by state law.** If the City objects to all or any portion of the invoice, it shall notify the Contractor and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.
8. REJECTION OF BIDS. The City reserves the right to reject any or all Bids, to waive minor deviations from the specifications, to waive minor informalities in Bid process whenever it is in the City's best interest, and to accept or reject all or part of this Request for Bids, at the prices shown.
9. CONTRACTOR REGISTRATION. The Contractor shall be a Washington State registered or licensed contractor at time of Bid submittal.

10. PUBLIC WORK REQUIREMENTS.

A. The "Unscheduled" work under this contract is classified as routine maintenance under state law.

A. A payment/performance bond is NOT required

B. Statutory retainage is NOT required

B. PREVAILING WAGES

A. The State prevailing rate of wages to be paid to all workmen, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 of the Revised Code of Washington (RCW) and the rules and regulations of the Washington State Department of Labor and Industries (L & I).

B. The State of Washington prevailing wage rates applicable for this public works project, which is located in Spokane County, may be found at the following website address of the Department of Labor and Industries:

<https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>. Based on the Bid submittal deadline for this Project, the applicable effective date for State prevailing wages for this Project is April 17, 2018.

C. APPRENTICESHIP

A. If apprentices are to be used, they must be registered with the State Apprenticeship Council; otherwise, they are to be paid State prevailing journeyman wages.

D. STATEMENT OF INTENT

A. The Contractor and subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any work or payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Prior to payment of funds held under RCW 39.12.040, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician for each unscheduled maintenance visit.

E. FILING FEES

A. The fee for the approval of 1) "Statements of Intent to Pay Prevailing Wages" and 2) "Affidavits of Wages Paid" is forty dollars (\$40) for each form. The Contractor is responsible for payment of these fees and shall make all applications directly to L & I. Reimbursement for the paid fees will be added to the amounts due the Contractor, if the Contractor submits to the City prior to final acceptance of the work a list of its subcontractors and has their "Statements of Intent to Pay Prevailing Wages" on file.

11. PROJECT CONTACT.

The Project contact for the City of Spokane (Owner) is:

Name: Thea Prince

Department: Purchasing Department

Phone: 509-625-6403

Email: tprince@spokanecity.org

SECTION II. GENERAL REQUIREMENTS

AIA DOCUMENT A201 "GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION"

By reference, the printed document "General Conditions of the Contract for Construction, AIA Document A201, 2007 edition, is partially hereby referenced and included, and shall be part of the Contract Documents. Copies of AIA documents are available for purchase from the American Institute of Architects (AIA) or its local distributor.

SUPPLEMENTARY GENERAL CONDITIONS OF THE CONTRACT

The following supplements modify the "General Conditions of the Contract for Construction," AIA Document A201, 2007. Where a portion of the General Conditions is modified or deleted by these Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

ARTICLE 3 - CONTRACTOR

3.5.1 Add a subparagraph 3.5.1 to read:

GUARANTY. The Contractor guarantees all Work, labor and materials for one (1) year following final acceptance of the Work. If any unsatisfactory condition or defect develops within that time, the Contractor shall immediately place the Work in a satisfactory condition and repair all damage caused by the condition or defect at its sole expense. This guarantee shall not apply to Work, which has been abused or neglected by the City. This guaranty shall be in addition to any standard warranty or service guaranty offered by the Contractor, or manufacturer(s).

3.6 TAXES:

3.6.1 Add a subparagraph 3.6.1 to read:

3.6.1 WASHINGTON STATE RETAIL SALES TAX.

A. GENERAL CONSTRUCTION. Retail sales tax, when applicable, will be paid as a separate item, and shall not be included in the Bid price. Sales tax shall be added on the amounts due the Contractor and the Contractor shall be solely responsible for making payment to the State. The Owner reserves the right to claim any exemption authorized by law.

B. PUBLIC STREET IMPROVEMENTS. If the technical requirements in the specifications indicate that all or a portion of the Work is a "public street improvement" as defined by state law, the Contractor shall include all contractor-paid taxes, including use taxes on materials in its price Bid. The Owner will NOT pay retail sales tax as a separate item.

3.7 PERMITS, FEES AND NOTICES

3.7.1 Add the following to subparagraph 3.7.1:

The Contractor shall be responsible for obtaining at its expense all associated and necessary permits required by regulatory agencies. Below is a list of permits that may be required on typical Projects, and where they may be obtained. The list is included for the Contractor's benefit and is not considered exhaustive:

Building Permit, Building Services	625-6300
Electrical Permit, Building Services	625-6300
City Business License, Taxes and Licenses	625-6070
Hydrant Permit, Hydrant Foreman	625-7800
Hydrant Permit, Engineering Services	625-6300
Obstruction Permit, Engineering Services	625-6300
Sewer Permit, Engineering Services	625-6300
Water Service Application, Engineering Services	625-6300

3.7.6 Add a subparagraph 3.7.6 to read:

The Contractor and every subcontractor (and suppliers when legally required) shall obtain a City business license prior to beginning their work.

3.7.7 Add a subparagraph 3.7.7 to read:

The Contractor shall pay for the use of municipal or private property for storage of materials, parking, temporary obstructions, enclosures, opening and patching of streets, etc., off of the property arising from construction and completion of Work.

3.18 INDEMNIFICATION

3.18.2 Add the following to subparagraph 3.18.2:

The Contractor recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 (Title 51) and was the subject of mutual negotiation.

ARTICLE 5 - SUBCONTRACTORS

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

5.2.1 Delete subparagraph 5.2.1 and replace with:

If this Request For Bids (RFB) includes the City's provided Bid Form (at the end of this document), the Contractor shall at time of Bid submittal submit the names of the subcontractors with whom the Contractor, if awarded the Contract, will subcontract for performances of the Work. As circumstances change during the Work, the Contractor shall submit the names of all person or entities (including those materialmen who are to furnish materials or equipment fabricated to a special design).

ARTICLE 8 - TIME

8.4 Add a new section to read:

8.4 LIQUIDATED DAMAGES

Because the Owner finds it impractical and extremely difficult to calculate the actual damages which will be suffered by the Owner as a result of the Contractor's failure to complete the Work on time, the Owner has adopted Liquidated Damages (LD's) for this Work as set forth in the Bid proposal.

ARTICLE 9 - PAYMENTS AND COMPLETION

9.4 CERTIFICATES FOR PAYMENT

9.4.2 Add the following to subparagraph 9.4.2:

Payment will not constitute a waiver of any claims by the Owner that the Work fails to comply with the Contract Documents.

ARTICLE 10 - PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

10.1.1 Add a subparagraph 10.1.1 to read:

If the Work involves trench excavation which will exceed a depth of four (4) feet, the Contractor shall provide adequate safety systems for the trench excavation that meet the requirements of the Washington Industrial Safety and Health Act (WISHA chapter 49.17 RCW).

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.4 Add the following to subparagraph 10.2.4:

The Contractor shall give the Owner reasonable advance notice of the use of storage.

ARTICLE 11 – INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1 Delete paragraph 11.1 and replace with:

During the Term of the Contract, the Contractor shall maintain in force at its own expense, the below insurance coverage:

- a. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability or Stop Gap Insurance in the Amount of \$1,000,000;
- b. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000.00 each occurrence for bodily injury and property damage. It shall include premises and operations, independent contractors, products and completed operations, personal injury liability and contractual liability coverage for the indemnity provided under the Contract. It shall provide that the City, its officers, and employees and the Architect are Additional Insureds but only with respect to the Contractor's services to be provided under the Contract; and
- c. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the City. The Contractor shall furnish an acceptable Certificate of Insurance (COI) to the City at the time it returns the signed Contract. The Contractor's COI shall specify the City of Spokane as Additionally Insured, and all of the parties who are Additionally Insured; and include applicable policy endorsements and the deduction or retention level. Insuring companies or entities are subject to City acceptance.

11.3 PROPERTY INSURANCE

11.3.1 Revise "Owner" to "Contractor" in subparagraph 11.3.1.

11.3.1.2 Delete subparagraph 11.3.1.2.

11.3.1.3 Revise "Owner" to "Contractor" in subparagraph 11.3.1.3.

ARTICLE 13 - MISCELLANEOUS PROVISIONS

13.5.1 Add the following to subparagraph 13.5.1:

The Owner shall employ and pay for the services of an independent agency, testing laboratory or other qualified Contractor to perform services which are the Owner's responsibility as defined by the International Building Code and the "Special Inspection Manual" for the International Building Code.

13.8 Add a paragraph 13.8 to read:

NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Contractor agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Contractor.

13.9 Add a paragraph 13.9 to read:

ANTI-KICKBACK. No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Contract shall have or acquire any interest in the Contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Contract.

13.10 Add a paragraph 13.10 to read:

PREVAILING WAGES - LOCAL AND STATE ASSISTED CONSTRUCTION.

A. The State Prevailing Rate of Wages to be paid to all workmen, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 of the Revised Code of Washington (RCW) and the rules and regulations of the Washington State Department of Labor and Industries (L & I).

B. The State of Washington Prevailing Wage rates applicable for this Public Works Project, which is

located in Spokane County, may be found at the following website address of L & I:

<https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>.

It is the obligation of the Contractor to inquire via this L & I website, the current prevailing wage rates applicable to this classification of Work, as well as to ensure the corresponding payment of this State Prevailing Wage per the classification. Based on the Bid submittal deadline for this Project, the applicable effective date for State Prevailing Wages for this Project is April 17, 2018.

- C. If apprentices are to be used, they must be registered with the State Apprenticeship Council; otherwise, they are to be paid prevailing journeyman wages.

END OF SUPPLEMENTARY GENERAL CONDITIONS

SECTION III. TECHNICAL REQUIREMENTS

1. PERFORMANCE. Unless otherwise stated, the Contractor will be responsible for the furnishing of all labor, supervision, materials, tools, construction equipment, transportation, and other items of work and costs necessary for the proper performance and completion of the described Work. The apparent silence or omission as to any detail of any Work to be done or materials to be furnished and required for the proper performance of the Work, shall be regarded as meaning that the best general practice is to prevail, and that material and workmanship of the best quality are to be used, and interpretation of the scope of work shall be made upon this basis.

2. SCOPE OF WORK.

This scope is intended to provide clarification and is NOT intended to be a complete listing of the contractor's responsibilities.

Repair, maintenance and replacement of garage doors/mechanical gates and their associated components to include, but not limited to:

1. Replacement of worn parts
2. Preventative maintenance on spring replacement and lubrication of moving parts
3. Diagnosis and repair of electrical systems used in the control and operation of garage doors and their associated safety systems.
4. Diagnosis and repair of mechanical systems used in the control and operation of garage doors
5. Replacement of damaged door sections
6. Repair and/or replacement of garage door/mechanical gate motors

BID

TO: CITY OF SPOKANE, WASHINGTON

PROJECT NAME: **Annual Garage Door Repair**

BID OFFER.

The price(s) listed in this bid proposal is tendered as an offer to furnish all labor, materials, equipment and supervision required to complete the proposed project in strict accordance with the contract documents. The bidder proposes to do the project at the following price:

We are using 63 two (2) hour calls for evaluating purposes – 80% are non-emergency calls and 20% are emergency calls as described below.

Emergency	Emergency repairs, contractor shall be onsite within 4 hours of notification.
Non-Emergency	Non-emergency repairs, contractor shall be onsite within 24 hours of notification.
Straight Time Rate	\$110.00 1 st Hour / \$90.00 Each Additional Hour
Overtime Rate	\$165.00 1 st Hour / \$135.00 Each Additional Hour
Emergency Work Rate	\$165.00 1 st Hour / \$135.00 Each Additional Hour
Holiday Rate	\$220.00 1 st Hour / \$180.00 Each Additional Hour
Forklift/Man lift Charge	\$100.00 Per Use
Travel Cost per call	Included
Percentage Markup from list price for Parts / Materials pertaining to Service	40% from supplier landed cost
Applicable Tax	8.80%

The Firm/Contractor acknowledges receipt of the City's Addendum number N/A and agrees that its requirements have been included in this Bid.

The Firm/Contractor agrees that its Bid will NOT be withdrawn for a minimum of sixty (60) calendar days after the stated submittal date.

CONTRACTOR RESPONSIBILITY.

Washington State Contractor's Registration No. OVERHDC960LS

U.B.I. Number 601243076

Washington Employment Security Department Number 082512 00 7

Washington Excise Tax Registration Number 3505564120

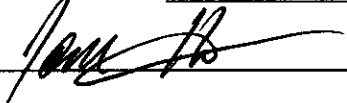
City of Spokane Business Registration Number T11060536BUS

LIQUIDATED DAMAGES. If the Work is not completed within the stated completion time, the Contractor agrees to pay to the City Liquidated Damages (LD's) in the amount of ZERO (\$0.00) for each and every day the Work remains uncompleted.

The undersigned Bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

FIRM/CONTRACTOR NAME: Overhead Door Corp./ Nationserve Of Spokane Valley

SIGNATURE:  TOM HAGERTY

TITLE: Field Operations Manager PHONE: 509-924-3032

ADDRESS:

3808 N Sullivan Rd, BLDG 32, Suite C
Spokane Valley, WA. 99216

SUBCONTRACTOR LIST

PROJECT NAME: Annual Garage Door Repair

PROPOSED SUBCONTRACTORS/SUPPLIERS TO BE USED ON THE PROJECT ARE:
(USE ADDITIONAL PAGES IF NECESSARY)

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT \$ _____

CONTRACTOR'S REGISTRATION NO. _____

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT \$ _____

CONTRACTOR'S REGISTRATION NO. _____

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT \$ _____

CONTRACTOR'S REGISTRATION NO. _____

X NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT

EXHIBIT B

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION**

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
 - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.
2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

1. The lower tier contractor certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this exhibit, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The undersigned may contact the City for assistance in obtaining a copy of these regulations.
 5. I understand that a false statement of this certification may be grounds for termination of the contract.

<hr/> Name of Subrecipient / Contractor / Consultant (Type or Print)	<hr/> Program Title (Type or Print)
<hr/> Name of Certifying Official (Type or Print)	<hr/> Signature
<hr/> Title of Certifying Official (Type or Print)	<hr/> Date (Type or Print)

**Agenda Sheet for City Council Meeting of:**

06/11/2018

<u>Date Rec'd</u>	5/22/2018
<u>Clerk's File #</u>	OPR 2008-0120
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	BT
<u>Agenda Item Name</u>	POLICE-AMERICAN TRAFFIC SOLUTIONS CONTRACT EXTENSION

Agenda Wording

Five year contract extension with American Traffic Solutions (ATS), Scottsdale, AZ. Contract extension effective through November 12, 2023. Estimated increase in contract for 2018 is \$43,100. Annual amounts are estimated at \$979,800 thereafter.

Summary (Background)

In 2017, Council passed a resolution authorizing the installation of two additional speed radar cameras; one at Ridgeview Elementary and one at Willard Elementary. This contract extension allows ATS to begin the process of adding these additional cameras to the current contract. Estimated annual contract is \$979,800 for contractual expenses through November 2023.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	

Expense	\$ 43,100	# 1380-21700-21100-54201
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Select	\$	#
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Select	\$	#
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Select	\$	#
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Approvals**Council Notifications**

<u>Dept Head</u>	KING, KEVIN	<u>Study Session</u>	5/21/2018
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<u>Division Director</u>	KING, KEVIN
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Other

<u>Finance</u>	HUGHES, MICHELLE
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Distribution List

<u>Legal</u>	ODLE, MARI
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<u>For the Mayor</u>	DUNIVANT, TIMOTHY
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Additional Approvals**Purchasing**

EXTENSION NO. 2

TRAFFIC SAFETY CAMERA SYSTEM

THIS EXTENSION AGREEMENT is between the CITY OF SPOKANE, a municipal corporation of the State of Washington, whose address is 808 West Spokane Falls Boulevard, Spokane, Washington 99201, as "City", and AMERICAN TRAFFIC SOLUTIONS, INC., whose address is 14861 North Scottsdale Road, Suite 109, Scottsdale, Arizona 85254-2788 (billing address is 1330 W. Southern Avenue, Suite 101, Temple, AZ 85282), as "ATS"; and jointly hereinafter referred to as the "Parties."

W I T N E S S E T H:

WHEREAS, the City has implemented and contracted with ATS for the operation of a turnkey traffic safety camera system pursuant to section 46.63.170 of the Revised Code of Washington; and

WHEREAS, the Parties previously extended the contract for the first contractual extension period from November 13, 2013 to November 12, 2018 and would like to now exercise the second extension authorized under agreement OPR 2008-0120; -- Now, Therefore,

The Parties agree as follows:

1. SERVICES. The City continues to retain ATS to provide traffic safety camera system services described in the attached "Exhibit A – Scope of Work". ATS agrees to perform the Scope of Work according to the terms and conditions of this extension agreement.
2. DURATION. This extension agreement shall be effective from November 13, 2018~~((3))~~ and run for a period of five (5) years ending November 12, 2023~~((18))~~, unless terminated earlier. ~~((The City, at its sole discretion, may extend the term of the agreement for one (1) additional five (5) year period for a total contract term of fifteen (15) years. Such extension shall require the approval of the Spokane City Council.))~~
3. CONTRACT DOCUMENTS. This extension agreement, agreement OPR 2008-0120 dated March 10, 2008, ATS' proposal, ~~((and))~~ the City's Request for Proposals and all subsequent amendments are the contract documents. In the event of conflict, the conflict shall be resolved in favor of this extension agreement.

4. COMPENSATION.

- A. ATS shall be paid in the amounts and manner as described in the attached "Exhibit B – Compensation". The pricing shall be fixed and firm for the initial three (3) years of the extension agreement.
- B. The basis for service charge adjustments after the initial three (3) years shall be based on the following:
 - 1) Unit prices may increase by the CPI according to the average changes during the prior July - July Consumer Price Index for All Urban Consumers (CPI-U) for U.S. City average as published by the Bureau of Labor Statistics, U.S. Department of Labor;
 - 2) New Pricing shall not produce a higher profit margin than that on the extension agreement;
 - 3) ATS clearly identifies the items impacted by the increase;
 - 4) The request for an increase shall be accompanied by documentation acceptable to the City sufficient to warrant the price index request; and
 - 5) The new pricing shall remain firm for a minimum of three hundred sixty five (365) days.
- C. This extension agreement includes no reimbursable expenses.

5. COST NEUTRALITY CLAUSE.

- A. The City shall not be required to pay ATS more than the City (or ATS on the City's behalf) has collected/received in fines payments through the use of the Axis System cumulatively throughout the term of the extension agreement. For the purposes of this clause, the term "fines" applies to that portion of fines actually retained by the City according to the distribution method applicable under Washington State law.
- B. This clause will be applied as follows:
 - 1) If collections for the program during any month are less than the full amount of ATS invoices, ATS shall be entitled to the full amount of fines actually collected. ATS will maintain an accounting of any net balances owed to ATS and shall apply future collections first to the accrued balance and then to the current months invoice. At any time that ATS fees and any accrued balances are fully repaid, additional collections will be retained by the City. Any positive revenue balances generated from the program (whether reserved in cash or not by the City) will be used to offset future ATS invoices in the event of monthly deficits.

- 2) Example: if during a given year of the program, revenues minus ATS fees yield a net surplus of \$100,000, this amount would be available to pay ATS invoices for any future periods in the event that less or no revenues were to be generated in future periods. However, at the point where the (actual or paper surplus is exhausted, then no additional payments would be due until additional collected fines were available to cover the cumulative deficit. For the purposes of this clause, the accrued surplus is a calculated figure determined by subtracting ATS fees from program fines collected. The obligation to pay is not subject to the existence of cash reserves from the program, for example, if the City chooses to use or has used these surplus funds for any other uses.
- 3) This clause shall not apply should the City elect not to enforce illegal right turn on red violations or if the City elects not to pursue collections on unpaid violations, or if the City directs ATS to install cameras at a site with an initial starting violation rate of fewer than eight (8) violations per day, or if the City or Police Department waives more than ten percent (10%) of valid violations forwarded to the Police Department for acceptance.

6. WORK ORDER METHODOLOGY FOR APPROVED WORK.

- A. Work Order Procedure. ATS shall continue to provide the City the Camera Systems as specified in work orders issued under the original agreement. ATS shall provide the City new Camera Systems as specified in work orders issued under this extension agreement. Each work order shall be a written document having its own specific Scope of Work ("Work Order Scope of Work") identifying the services to be performed and the associated deliverables to be provided and payment terms. Each work order shall be subject to the terms and conditions of this extension agreement and shall be incorporated into this extension agreement by this reference. ATS shall furnish the City with an integrated turnkey solution; that is, services identified in the work orders shall be provided as a single, complete transaction and not as separate items.
- B. Notice to Proceed on Tasks Identified in Work Orders. For each new work order under this extension agreement, ATS shall commence work upon issuance of a written notice from the City.
- C. Additional Work Orders. Additional work orders issued under this extension agreement may be generated by the City for the following purposes:
 - 1) Upgrade(s) of equipment, software, or change(s) of any deliverable provided hereunder; and
 - 2) Any other items related to red light traffic safety system for which the City places an order.

D. For any work order(s) requested by either Party, ATS shall submit to the City for its review and approval a detailed proposal for the scope, implementation plan, milestones, test and acceptance procedures, as well as the cost consistent with previous work orders, the RFP and RFP response. Once this proposal is received and approved by the City, a new work order will be issued for the change or additional work. Upon the City's written approval and notice to proceed, ATS shall implement the change or additional work and invoice for the changed or additional work consistent with the City's approval notice and the terms and conditions of this extension agreement.

7. AUDIT / RECORDS. ATS shall maintain for a minimum of three (3) years following final payment all records related to its performance of the extension agreement. ATS shall provide access to authorized City representatives at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the extension agreement, the federal law shall prevail.

8. NOTICES. All notices or other communications shall be considered given on: (i) the day the notices or other communications are received when sent by personal delivery; or (ii) the third day following the day on which the notices or other communications have been mailed by certified mail delivery, receipt requested and postage prepaid addressed to the other Party at the address set forth below, or at such other address as either Party shall from time-to-time designate by notice in writing to the other Party:

CITY: Mayor or designee
City of Spokane
Seventh Floor, City Hall
808 West Spokane Falls Boulevard
Spokane, Washington 99201

Copy: Chief of Police
Spokane Police Department
City/County Public Safety Building
1100 West Mallon Avenue
Spokane, Washington 99260

Spokane City Director of Public Works Dept.
808 W. Spokane Falls Blvd., 2nd floor
Spokane, WA. 99201

ATS: American Traffic Solutions, Inc.

1150 N. Alma School Road
Mesa, Arizona 85201
Attn: Legal Department

9. RELATIONSHIP OF THE PARTIES. The Parties intend that an independent contractor relationship will be created by this extension agreement. No agent, employee, servant or representative of ATS shall be deemed to be an employee, agent, servant or representative of the City for any purpose. Likewise, no agent, employee, servant or representative of the City shall be deemed to be an employee, agent, servant or representative of ATS for any purpose.

10. LIABILITY.

- A. To the extent permitted by law, ATS shall indemnify, defend and hold harmless the City, its officers and employees from all claims, demands, or suits in law or equity arising from ATS' intentional or negligent acts or breach of its obligations under the extension agreement. ATS' duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the City, its officers and employees.
- B. To the extent permitted by law, the City shall indemnify, defend and hold harmless ATS, its officers and employees from all claims, demands, or suits in law or equity arising from the City's intentional or negligent acts or breach of its obligations under the extension agreement. The City's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of ATS, its officers and employees.
- C. If the comparative negligence of the Parties and their officers and employees is a cause of such damage or injury, the liability, loss, cost, or expense shall be shared between the Parties in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion.
- D. Each Party's duty to indemnify shall survive the termination or expiration of the extension agreement.
- E. Each Party waives, with respect to the other Party only, its immunity under RCW Title 51, Industrial Insurance. The Parties have specifically negotiated this provision.

11. INSURANCE. During the term of the extension agreement, ATS shall maintain in force at its own expense, each insurance noted below:

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability or Stop Gap Insurance in the amount of \$1,000,000;
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,500,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this extension agreement. It shall provide that the City, its officers and employees are

additional insureds but only with respect to ATS' services to be provided under this extension agreement; and

- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from ATS or its insurer(s) to the City.

As evidence of the insurance coverages required by this extension agreement, ATS shall furnish acceptable insurance certificates to the City at the time it returns the signed extension agreement. The certificate shall specify that the City is an additional insured; and include applicable policy endorsements and the deductible or retention level as well as policy limits. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher by Best. ATS shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

12. ANTI-KICKBACK. No officer or employee of the City, having the power or duty to perform an official act or action related to this extension agreement shall have or acquire any interest in the extension agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the extension agreement.

13. VENUE STIPULATION. This extension agreement has been and shall be construed as having been made within the State of Washington. This extension agreement shall be governed by the laws of the State of Washington both as to interpretation and performance. Any action at law, suit in equity or judicial proceeding for the enforcement of this extension agreement, or any provision hereto, shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

14. COMPLIANCE WITH LAWS. The Parties shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms of this extension agreement.

15. NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this extension agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.

16. BUSINESS REGISTRATION REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. ATS shall be responsible for

contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration. If ATS does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

17. TERMINATION OF EXTENSION AGREEMENT.

- A. For Cause. The City may terminate this extension agreement if ATS is in material breach of any terms of this extension agreement, and the breach has not been corrected according to established standards and agreed upon designs indicated in a valid Work Order within thirty (30) days from notice of breach. For purposes of this subsection, a material breach is defined as a failure to perform any work identified in Paragraph 1 of the Scope of Work (Exhibit A).
- B. For City's Convenience. The City may terminate this extension agreement in whole or in part, without cause and for any reason including the City's convenience, upon ninety (90) days written notice to ATS. For purposes of this clause, each new camera shall be valued at \$120,000.00 and shall be depreciated on a straight line basis over four (4) years. In the event of early termination for convenience, the City shall pay ATS for the unamortized balance of any new cameras.
- C. Acts of Courts or Legislature. In the event the traffic safety camera system pursuant to section 46.63.170 of the Revised Code of Washington is declared unconstitutional by a court of competent jurisdiction or becomes illegal by any other statute, the City may terminate this extension agreement in whole or in part immediately upon written notice to ATS.
- D. Acts of Insolvency. The City may terminate this extension agreement by written notice to ATS if ATS becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under any bankruptcy or insolvency law whether domestic or foreign, or is wound up or liquidated, voluntarily or otherwise.
- E. Notices. The City shall provide advance notice of termination. ATS shall continue to provide products and services as required by the City until the effective date provided in the termination notice.

18. REPRESENTATIONS AND WARRANTIES.

- A. ATS represents and warrants that it has the requisite training, skill and experience necessary to provide work and is appropriately accredited and licensed by all applicable agencies and governmental entities.
- B. ATS warrants that all materials, equipment, and/or services provided under this extension agreement shall be fit for the purpose(s) for which intended, for merchantability, and shall conform to the requirements and specifications herein. Acceptance of any service and inspection incidental thereto by the City shall not alter or affect the obligations of ATS or the rights of the City.

19. CONFIDENTIAL INFORMATION.

- A. If the City notifies ATS of a public disclosure request, and ATS believes records are exempt from disclosure, it is ATS' responsibility to make determination and pursue a lawsuit under RCW 42.56.540 to enjoin disclosure. ATS must obtain the injunction and serve it on the City before the close of business on the tenth (10th) business day after the City sent notification to ATS. It is ATS' discretionary decision whether to file the lawsuit.
- B. If ATS does not timely obtain and serve an injunction, ATS is deemed to have authorized releasing the record. If the City has notified ATS of a public disclosure request, and ATS has not obtained an injunction and served the City with that injunction by the close of business on the tenth (10th) business day after the City sent notice, the City will then disclose the record.
- C. Notwithstanding the above, ATS must not take any action that would affect (1) the City's ability to use goods and services provided under this agreement or (2) ATS' obligations under this extension agreement.
- D. ATS will fully cooperate with the City in identifying and assembling records in case of any public disclosure request.

20. DISPUTES.

- A. Any dispute or misunderstanding that may arise under this extension agreement concerning ATS' performance shall first be resolved, if mutually agreed to be appropriate, through negotiations between ATS' Project Manager and the City's Project Manager, or if mutually agreed, referred to the City's named representative and ATS' senior executive(s). Either Party may decline or discontinue such discussions and may then pursue other means to resolve the disputes, or may by mutual agreement pursue other dispute alternatives such as alternate dispute resolution processes. Nothing in this dispute process shall in any way mitigate the rights, if any, of either Party to terminate the extension agreement in accordance with the termination provisions herein.

- B. Notwithstanding above, if the City believes in good faith that some portion of work has not been completed satisfactorily, the City may require ATS to correct the work prior to City payment. In this event, the City must clearly and reasonably provide ATS an explanation of the concern and the remedy that the City expects. The City may withhold from any payment that is otherwise due, an amount that the City in good faith finds to be under dispute, or if ATS does not provide a sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed.
21. NON-WAIVER. No waiver by any Party of any of the terms of this extension agreement shall be construed as a waiver of the same or other rights of that Party in the future.
22. ENTIRE AGREEMENT. This extension agreement contains terms and conditions agreed upon by the Parties. The Parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this extension agreement. No changes or additions to this extension agreement shall be valid or binding upon the Parties unless the change or addition is in writing, executed by the Parties.
23. MODIFICATION. No modification or amendment to this extension agreement shall be valid until put in writing and signed with the same formalities as this extension agreement.
24. HEADINGS. The section headings appearing in this extension agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to define, limit or extend the scope or intent of the sections to which they pertain.
25. COUNTERPARTS. This extension agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but the counterparts shall together constitute but one and the same.
26. SEVERABILITY. If any provision of this extension agreement is held by the courts to be illegal or invalid, the remaining provisions shall not be affected and the rights and obligations of the Parties shall not be affected in regard to the remainder of the extension agreement.
27. ASSIGNMENT. This extension agreement shall be binding upon the Parties, their successors and assigns. No Party may assign, in whole or in part, its interest in this extension agreement without the approval of the other Party.
28. INSPECTION. All work shall be subject, at all times, to inspection by and with approval of the City, but the making (or failure or delay in making) such inspection or approval shall not relieve ATS of responsibility for performance of the work in accordance with this extension agreement, notwithstanding the City's knowledge of defective or non-complying performance, its substantiality or the ease of its discovery. ATS shall provide

sufficient, safe, and proper facilities and equipment for the inspection and free access to the facilities.

29. EQUIPMENT ON TERMINATION. The Camera System shall be removed at ATS's sole expense at the end of this extension agreement, unless it is extended again.

30. PREVAILING WAGES. ~~If required by state law, ATS and its subcontractors shall pay prevailing wages in accordance with chapter 39.12 RCW. ((ATS shall provide a Statement of Intent to Pay Prevailing Wages at the beginning of this extension agreement and an Affidavit of Wages paid at the end of the extension agreement. Subcontractors shall provide a Statement of Intent to Pay Prevailing Wages at the beginning of each work order and an Affidavit of Wages paid at the end of the each work order for work performed in the public right-of-way.))~~

Dated: _____

CITY OF SPOKANE

By: _____

Title: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Dated: _____

AMERICAN TRAFFIC SOLUTIONS, INC.

Email Address, if available:

By: _____

Title: _____

Attachments which are a part of this extension agreement:

Exhibit A – Scope of Work
Exhibit B - Compensation

EXHIBIT A

SCOPE OF WORK

1. DEFINITIONS:

As used in this extension agreement, the following words and terms shall, unless the context otherwise requires, have the respective meanings provided below:

“Approach” is defined as one (1) direction of travel of one (1) or more lanes on a road or a traffic intersection.

“Camera System” means a photo-traffic monitoring device consisting of camera(s) (both the Axis RLC-300 and the Axis Live Video system or - latest version (if required) and a traffic monitoring device capable of accurately detecting a traffic infraction on up to four (4) lanes at one (1) approach and which records such data on an image of such vehicle). “Camera System” shall also include the Axis™ FS-300 fixed speed safety camera system for use in school speed zones and the AutoPatrol 3D Radar fixed speed safety camera for any school speed zone Camera System installed subsequent to the effective date of this Extension Agreement. “Camera System” shall, where the sense requires, also include any enclosure or cabinet in which the Axis™ System is stationed.

“Citation” means a citation issued by a competent state or municipal law enforcement agent or agency or by a court of competent jurisdiction relating to a violation documented or evidenced by the (Axis™) System.

“Operational Time” means the actual time that a Camera System is monitoring traffic.

“Person” or “persons” means any individual, partnership, joint venture, corporation, trust, unincorporated association, governmental authority or political subdivision thereof or any other form of entity.

“Violation” means failure to obey an applicable traffic law or regulation, including, without limitation, failure to obey a traffic signal, operating a motor vehicle in excess of the posted speed limit, or operating a motor vehicle without displaying a valid license plate.

2. DAY-TO-DAY ADMINISTRATION:

The following persons shall be responsible for the day to day administration of this extension agreement:

City:	Ken Knutson, P.E. Spokane City Streets Department 901 No. Nelson St.
-------	--

Spokane, WA 99202
Phone: (509)232-8845
Email: kknutson@spokanecity.org

ATS: Director of Account Management for Spokane
American Traffic Solutions, Inc.
1150 N. Alma School Road
Mesa, Arizona 85201
Phone: (480) 443-7000/(562) 201-0807
Fax: (480) 607-0901
Email: noc@atsol.com

The Parties may change the above contact persons upon written notice to each other.

3. CAMERA SYSTEM.

- A. ATS agrees to provide the City with Axis™ ATS Camera Systems.
- B. Red Light Stationary Camera System: The system must utilize a high-resolution digital camera (or cameras). The system shall provide at least ten (10) seconds of full-motion video imaging of each violation as well as at least two (2) still images of the violation event: the first image shall clearly show the scene, including the red signal and a clear view of the vehicle with its front tires in front of the stop bar, prior to committing a violation; and the second image shall clearly show the scene, including the red signal and a clear view of the vehicle inside the intersection while the traffic signal is still red. The license plate number and details must be clearly visible in either one (1) of the two (2) images.
- C. Fixed Speed Safety Camera System: The system must utilize a high-resolution digital camera (or cameras). The system shall provide at least ten (10) seconds of full-motion video imaging of each violation as well as at least one (1) still image of the violation event in the school zone. The speed limit and the speed of the vehicle must be noted in the data bar of the image(s) and the license plate number and details must be clearly visible in ((the)) at least one of the still images.
- D. From point of data capture, all camera photos and accompanying video sequences must be capable of secure storage and transmission, and capable of maintaining a secure chain of evidence.
- E. Unless an alternative is approved by the City's day-to-day administrator, violation detection and camera triggering must be non-invasive. Installation will be accomplished without interfering with existing roadway surfaces, with the exception of necessary conduit installation in accordance with the City's Pavement Cut Policy (ADMIN 0370-05-02).

4. GENERAL RESPONSIBILITIES - ATS.

- A. ATS (~~((shall continue))~~) agrees to provide a turnkey solution for (~~((Red Light Stationary))~~) Camera Systems to the City wherein all reasonably necessary elements required to implement and operate the solution are the responsibility of ATS, except as otherwise provided in this extension agreement. New or previously unforeseen requirements may, from time to time, be identified and the Parties shall negotiate in good faith to assign to the proper Party the responsibility and cost for these items. In general, if work is to be performed by the City, unless otherwise specified, the City shall not charge ATS for the cost. All other in-scope work, external to the City, is the responsibility of ATS.
- B. ATS will assist the City with evaluation of new candidate sites using the Axis VIMS system.
- C. ATS will continue the Camera Systems at the previously agreed upon approaches. In addition to the current locations, the Parties may agree from time-to-time, by additional Work Orders(s), to add to the quantities and locations where Camera Systems are installed and maintained.
- D. ATS shall obtain, at its sole expense, all required permits, licenses, and insurance required for the installation, maintenance and operation of the Camera System.
- E. ATS shall provide installation drawings stamped by a licensed civil engineer where the installation will not significantly alter roadway improvements or existing utilities. ATS work product and drawings shall conform to professional norms and reflect the details of installation work to be completed.
- F. ATS shall commence installation of new sites within fourteen (14) days after all approvals and required permits have been approved (the date all permits are approved shall hereinafter be referred to the "Approval Date"). The Approval Date shall be marked by the issuance of a signed letter from ATS to the City, stating that permits for a particular site or set of sites have been approved.
- G. ATS shall have all agreed-upon work completed and fully operational according to the work's agreed upon project schedule.
- H. ATS shall endeavor to hire local contractors for work associated with installation of cameras, etc.

5. OPERATION RESPONSIBILITIES - ATS.

- A. ATS will operate each Camera System on a twenty-four (24) hour basis, barring downtime for maintenance and normal servicing activities.

- B. ATS shall provide necessary training (to include “train the trainer”) for persons designated by the City.
- C. At no additional cost, ATS shall develop and implement a Public Awareness Campaign according to ATS’ proposal. This will include providing the content and design of public education materials, Web-site design, and assistance with media kick-off events, press releases and communications as specified in its response to the City’s Request for Proposals. The content must have the approval of the City. All media related issues will be coordinated by the City.
- D. ATS shall maintain a secure web site (www.violationinfo.com) accessible to citation recipients (defendants) by means of a Notice Number and a PIN, which will allow violation image review.
- E. The Camera System shall be capable of continuous remote monitoring to determine proper operation. ATS shall perform remote status checks and camera monitoring at least twice daily. The Camera System must automatically notify appropriate ATS designated personnel of any system failure or other problem that would cause the Camera System to be inoperable. ATS will then be required to respond and repair any report of a malfunctioning system within twenty-four (24) hours of receiving notice. No existing traffic signal systems telemetry shall be used for conveyance of any Camera System information, reports, or failure notification.
- F. ATS normally shall provide technician site visits to each Stationary Camera System once per month to perform preventive maintenance checks consisting of camera enclosure lens cleaning; camera, strobe and controller enclosure cleaning; inspection of exposed wires; and general system inspection and maintenance. No ATS technician shall enter a traffic signal cabinet without the presence of a City Traffic Signal Technician.
- G. ATS shall repair a non-functional Stationary Camera System within seventy-two (72) hours of determination of a malfunction.
- H. ATS shall repair the Axis VPS system within one (1) business day from the time of the outage. Outages of City internet connections or infrastructure are excluded from this service level.
- I. In those instances where damage to a Camera System or sensors is caused by negligence on the part of the City or its authorized agent(s), ATS will provide an estimate of the cost of repair. Upon authorization to proceed with the repairs or replacement, ATS shall replace or repair any damaged equipment and invoice the City for the pre-approved repair cost. ATS shall bear the cost to replace or repair equipment damaged in all other circumstances.

In those instances where any damage is caused by negligence on the part of ATS or its authorized agent(s), ATS will provide an estimate of the cost of repair. Upon

authorization to proceed with the repairs or replacement, ATS shall replace or repair any damaged equipment at its sole expense.

J. New Sites.

- 1) Upon completion of installation of a new site, ATS shall perform an end-to-end test for each of the contracted approaches.
- 2) Upon completion of installation and testing of all contracted approaches, ATS shall notify the City that the system is ready for acceptance.
- 3) The City shall conduct an acceptance test in accordance with the RFP specifications.
- 4) Upon successful completion of the acceptance test, the City shall issue a certificate of acceptance.

6. OPERATION RESPONSIBILITIES - CITY.

A. Street Department.

- 1) The City will purchase, install and maintain red light camera warning signs (~~((installed by ATS))~~) as part of any future work orders approved by the City.
- 2) The City shall provide access to traffic signal phase and/or flashing beacon connections according to approved design. Only City Traffic Signal Technicians will perform wiring connections within the traffic signal cabinet to accomplish the red light camera installation.
- 3) The City may allow ATS to use existing street furniture and poles for the purposes of installing and operating its Camera Systems, according to approved design. A City Traffic Signal Technician must be present during installation for the Camera Systems on existing street furniture and poles at the intersections.
- ~~((4) ATS shall provide installation drawings stamped by a licensed civil engineer where the installation will not significantly alter roadway improvements or existing utilities. ATS work product and drawings shall conform to professional norms and reflect the details of installation work to be completed.))~~
- 4) The City shall approve or reject ATS' submitted plans within twenty (20) working days of receipt. Where more than one (1) submittal is required by ATS to meet City of Spokane Standards, each corrected submittal by ATS shall restart a fifteen (15) working day review period.

- 5) The design and installation shall meet the most current City of Spokane Design Standards and Policies and be approved through the City's Engineering Services Department. All construction and installation shall be in accordance with the most current edition of the WSDOT "Standard Specifications for Road, Bridge, and Municipal Construction" and the City of Spokane "General Provisions for Private Contracts".
- 6) The City shall process right of way use and pole attachment permit requests prepared by ATS in accordance with City established criteria. ATS shall be responsible for all applicable fees to process required permits unless waived by the City prior to application of the permits.
- 7) No open trenching at concrete intersections for conduit installations will be allowed. Any open trenching in other areas must follow City of Spokane guidelines and the City's Pavement Cut Policy.
- 8) ATS shall use only City of Spokane signal / lighting conduit from controller cabinet to the junction box that is nearest the signal controller cabinet.
- 9) ATS will not be allowed to use other City of Spokane conduit.

B. Police Department:

- 1) The Spokane Police Department shall process each potential violation in accordance with Washington State laws and City ordinances within three (3) business days of its appearance in the Police Review Queue, using Axis™ to determine which violations will be issued as Infractions or Notices of Violations. The City and ATS shall mutually agree on rejection criteria.
- 2) Police Department workstation computer monitors for infraction review and approval should provide a resolution of 1280 x 1024.
- 3) For optimal data throughput, Police Department workstations should be connected to a high-speed internet connection with bandwidth of T-1 or greater.
- 4) The Police Department shall provide signatures of all authorized police users who will review events and approve infractions on forms provided by ATS.
- 5) The Police Department (~~((shall be the signatory on the issued infractions and violations))~~), through its officers, shall electronically sign the Notices of Infraction.
- 6) In the event that remote access to the ATS Axis VPN System is blocked by City network security infrastructure, the City Information Technology

Department shall coordinate with ATS to facilitate appropriate communications while maintaining required security measures.

- 7) The Police Department shall cause to be mailed at least one (1) first-issued infraction or notice of violation per chargeable event. Each infraction or notice of violation shall be delivered by first class mail to the registered owner within the statutory period. The Police Department shall also cause to be mailed subsequent infractions or notices to drivers identified in declarations of non-responsibility or by rental car companies. For mail not delivered due to address problems, ATS will mail the infraction or notice again if the U.S. Postal Service provides it with better information. (~~Mailing costs will be at City expense.~~)

7. INFRACTION PROCESSING - ATS.

- A. ATS shall provide the City with access to ATS's automated web-based citation processing system (Axsis).
- B. ATS shall provide the City with access to ATS's automated web-based billing, payment and accounting system (BPA Link).
- C. ATS shall obtain in-state vehicle registration information necessary to issue infractions assuming that it is named as the City's agent and the state provides the registration data at no cost.
- D. Where obtainable, ATS shall provide out-of-state vehicle registration necessary to issue infractions at no cost to the City.
- E. ATS shall send a Notice of Hearing, within the time allowed by court rule, to all registered owners who elect to contest or mitigate their citation.
- F. ATS shall provide to the City, on a daily basis, a pdf file containing all Notice of Violations approved by the Spokane Police Department.
- G. ATS will designate rental car companies as registered owners. Notices of violation (not citations) shall initially be issued to rental car companies. ATS will issue citations to designated drivers if the rental car company identifies the driver. If the rental car company does not identify the driver within the time allowed by statute, ATS will issue a citation to the rental car company.
- H. ATS shall process all inbound transfer of liability forms and rental car driver identification forms, and ATS shall reissue a new notice to the identified party.
- I. ATS shall issue warning notices to violators for thirty (30) days at the outset of a new site.

J. The AxisTM system, which provides the City with the ability to run and print a report, shall include reports including, but not be limited to:

- 1) Issuance Rate Report
- 2) Location Performance Summary Report
- 3) Location Performance Detail Report
- 4) Violation Reject Report
- 5) Document Aging Report

ATS will work with the City to design other management reports that are descriptive of infraction, hearing and collection activity as requested.

K. ATS shall provide the City with, or train a local expert witness, to testify in court on matters relating to the accuracy, technical operations, and effectiveness of the AxisTM System.

L. ATS shall provide a website and help line to help the City resolve any problems encountered regarding its ((Red Light)) Camera Systems and/or citation processing. The help line shall function during normal business hours.

M. ATS shall provide violators with the ability to view violations online. Information and forms regarding affidavits of non-liability shall be provided online and the affidavits shall be directed to and processed by ATS/Axis.

N. ATS shall commence collection actions and notify the Washington State Department of Licensing of registration suspensions (if authorized by legislation in the future) and other legal and customary mean necessary to compel payment of unpaid infractions

O. ATS shall operate an electronic payment portal for the purpose of accepting debit/credit card, electronic check (ACH) payments over the Internet. The fees, if any, for these transactions will be paid by the user through the application of a convenience fee.

P. ATS shall receive all requests for hearings and shall schedule the hearings in Axis and shall be responsible for rescheduling hearings according to Court policy. After the hearing is scheduled, ATS shall send a Notice of Hearing the next business day. See Section 7-E above. Mailing costs will be at ATS' expense.

Q. ATS shall process payments of infractions received by mail. ATS shall process payments of infractions made through ATS's website. See Section 7-0 above.

8. INFRACTION PROCESSING – CITY OF SPOKANE MUNICIPAL COURT.

- ~~((A. The Police Department shall deliver to the Municipal Court signed infractions within five (5) business days. The Municipal Court shall file stamp, scan and upload each infraction to its associated infraction number.))~~
- A. The Municipal Court shall provide to ATS, on a weekly basis (or as otherwise agreed), an electronic file containing all infractions that have been adjudicated at the contested or mitigated hearings and the resulting disposition of the infraction.
 - B. The Municipal Court shall provide a judge or hearing officer and court facilities to hear disputed citations
 - C. The Municipal Court shall provide information to citizens regarding the disposition of citations that were contested or mitigated and adjudicated by a judge or hearing officer. Citizens who have questions about payments, disputes, or ATS or Axis technology will be referred to ATS's website and /or toll-free telephone numbers provided by ATS for that purpose.
 - D. In the event that remote access to the ATS Axis VPN System is blocked by City network security infrastructure, the City Information Technology Department shall coordinate with ATS to facilitate appropriate communications while maintaining required security measures.

COMPENSATION

1. PAYMENT.

- A. ATS shall submit requests for payment to the City for its services on a monthly basis. The payment request shall be accompanied by evidence satisfactory to the City justifying the request for payment, including a report of Work accomplished and tasks completed, and an itemization of eligible expenses with copies of receipts and invoices. Invoices must show a breakdown of services provided and price for each.
- B. Payment by the City will be due thirty (30) days after receipt of the ATS' invoice. Requests for payment shall be made to:

Kim Claar, Accounting Clerk
 Spokane Police Department
 City/County Public Safety Building
 1100 West Mallon Avenue
 Spokane, Washington 99260.

2. CONTRACT PRICING. The pricing covers fixed and variable costs of the system installation, maintenance and operation.

Description of Pricing	Fee*
Red Light Camera System	
Flat Monthly Fee for each Red Light Camera – up to 4 lanes	\$4,600
Flat Monthly Fee for each Red Light Camera – 5 lanes (2 systems)	\$4,750
Fixed School Zone Speed System	
Fixed Site Speed Camera for School Zone Enforcement Fee includes a 4-lane site and up to 400 issued citations per month per camera per direction (payable each month through the calendar year, including summer break months)	\$4,750
Supplemental Fee for each citation issued over 400 citations per camera, per month (fee per citation issued)	\$5.00

* The above pricing is for cameras existing on November 13, ~~((2013))~~2018. If additional cameras are proposed during the term of the extension, the parties shall agree on the pricing to be applicable for the additional camera(s). Also, if the City, at a future date, is no longer required to be a signatory to the infractions, the parties agree to revisit the above pricing and negotiate revisions thereto in good faith.

3. SUPPLEMENTAL SERVICES. Delinquency Collections – Twenty- five percent (25%) of recovered revenue fee for collection services. Collections are defined as any ATS activities beyond the first two (2) notices.

Briefing Paper

Public Infrastructure, Environment and Sustainability

Division & Department:	City Council		
Subject:	ATS Contract Extension		
Date:	5/21/18		
Contact (email & phone):	Breean Beggs, bbeggs@spokanecity.org		
City Council Sponsor:	Breean Beggs		
Executive Sponsor:			
Committee(s) Impacted:	Public Safety and Community Health		
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative		
Alignment:			
Strategic Initiative:			
Deadline:	Time sensitive for camera installation- will be placed on Council agenda for a vote after committee discussion		
Outcome: (deliverables, delivery duties, milestones to meet)			
Background/History: In December 2017, Council passed a resolution authorizing the installation of two speed radar cameras at Ridgeview Elementary and one at Willard Elementary. These cameras are to be installed by American Traffic Solutions, but ATS is reluctant to put dollars into design and construction with a contract that is up in November of this year. This contract extension will solve that issue and facilitate the installation of all three cameras.			
Executive Summary: <ul style="list-style-type: none"> • This is the final 5-year extension on this contract • Minor changes to the contract have been made – see attached 			
Budget Impact: TOTAL COST: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.) This serves to increase revenue from the installation of three new traffic cameras in 2018.			
Operations Impact: Consistent with current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:			

**Agenda Sheet for City Council Meeting of:**

06/11/2018

Date Rec'd

5/23/2018

Clerk's File #

RES 2018-0044

Renews #Submitting Dept

CITY COUNCIL

Cross Ref #Contact Name/Phone

BREEAN BEGGS 6714

Project #Contact E-Mail

BBEGGS@SPOKANECITY.ORG

Bid #Agenda Item Type

Resolutions

Requisition #Agenda Item Name

0320 TRAFFIC OFFICER HIRING

Agenda Wording

A Resolution regarding the approval of hiring four Traffic Officers for the Spokane Police Department Traffic Unit paid through the school zone traffic camera fund.

Summary (Background)

Earlier this year, Council formalized the long term school speed zone camera program, including the potential use of funds for traffic officers, who are able to enforce traffic laws around schools that don't have speed cameras. This resolution will fund the salary and benefits of four additional SPD officers dedicated to traffic enforcement, particularly near schools.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Expense \$ 500,000

1380 to 0680

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

MCCLATCHEY, BRIAN

Study SessionDivision DirectorOther

Public Safety 6/4/18

Finance

ORLOB, KIMBERLY

Distribution ListLegal

DALTON, PAT

For the Mayor

DUNIVANT, TIMOTHY

Additional ApprovalsPurchasingCITY COUNCIL

MCDANIEL, ADAM

RESOLUTION NO. 2018-0044

A Resolution regarding the approval of hiring four Traffic Officers for the Spokane Police Department Traffic Unit paid through the school zone traffic camera fund.

WHEREAS, the City Council passed Resolution 2014-0118 (Dec. 3, 2014), which established a school speed zone traffic camera pilot program at Finch and Longfellow Elementary Schools; and

WHEREAS, Revenues from school speed zone traffic cameras shall be used, at the discretion of the City Council, for the purpose of reducing speeding and increasing pedestrian safety conditions around schools; and

WHEREAS, the City Council passed resolution 2017-0106 on Dec. 6, 2017, stating that City Council may dedicate funds generated by the school speed zone traffic cameras to hire police officers for the Traffic Unit, provided that during times when students are traveling to and from school those additional officers' priority shall be to address speeding and safety concerns at and around schools; and

WHEREAS, the City Council previously funded four additional neighborhood resource officers for two years, which will soon expire; and

WHEREAS, the increased revenues from four additional traffic officers funded from school speed zone traffic camera revenues will more than fund the four previously funded neighborhood resource officers; and

WHEREAS, the Spokane Police Department requests that any new traffic officers be hired in June of 2018 so that they can attend scheduled training; and

WHEREAS, the Spokane Police Department already deploys its existing traffic officers to enforce traffic laws around schools and should continue to do so during school transportation hours in addition to any new officers hired; and

WHEREAS, the four previously funded neighborhood resource officers should be funded in 2019 and beyond from these increased general fund revenues; and

WHEREAS, the maximum cost of an additional traffic officer is currently \$88,405 in annual salary and \$24,577 in annual benefits without taking into account retroactive pay increases from a future collective bargaining agreement, thus the additional costs for four additional officers in 2018 from the school speed zone traffic fund would be approximately \$250,000; and

WHEREAS, the maximum annual cost of the four additional traffic officers in 2019 and beyond from the school speed zone traffic fund would be approximately \$500,000 for regular salary and benefits plus any cost of living or other contractual adjustments to salary and benefits.

NOW, THEREFORE, BE IT RESOLVED that the Spokane City Council approves the hiring of four additional traffic officers for the Spokane Police Department's Traffic Unit and their regular salary and benefits as an ongoing expense paid for from the school zone traffic fund.

BE IT FURTHER RESOLVED that the four additional traffic officers shall be assigned primarily to traffic enforcement duty at or near schools within the City of Spokane during school transportation hours in the mornings and afternoons, but will be available for other traffic enforcement locations outside of school transportation hours as well as for emergency backup.

PASSED by the City Council this ____ day of _____, 2018.

City Clerk

Approved as to form:

Assistant City Attorney

**Agenda Sheet for City Council Meeting of:**

06/04/2018

Date Rec'd

5/21/2018

Clerk's File #

ORD C35629

Renews #Submitting Dept

CITY COUNCIL

Cross Ref #Contact Name/Phone

BREEAN BEGGS 6714

Project #Contact E-Mail

BBEGGS@SPOKANECITY.ORG

Bid #Agenda Item Type

First Reading Ordinance

Requisition #Agenda Item Name

0320 AUTOMATED TRAFFIC SAFETY CAMERAS

Agenda Wording

An ordinance relating to automated traffic safety camera systems; amending section 16A.64.260 of the Spokane Municipal Code.

Summary (Background)

This ordinance updates the authorization to use traffic safety cameras from Nov. 12, 2018, to Nov. 12, 2023.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Select \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

MCDANIEL, ADAM

Study SessionDivision DirectorOther

PIES 5/21/18

Finance

BUSTOS, KIM

Distribution ListLegal

PICCOLO, MIKE

For the Mayor

DUNIVANT, TIMOTHY

Additional Approvals

PurchasingCITY COUNCIL

MCDANIEL, ADAM

ORDINANCE C35629

An ordinance relating to automated traffic safety camera systems; amending section 16A.64.260 of the Spokane Municipal Code.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That section 16A.64.260 of the Spokane Municipal Code is amended to read as follows:

16A.64.260 Termination of Authorization for Use of Automated Traffic Safety Cameras

The authorization granted in SMC 16A.64.220 to use automated traffic safety cameras for issuance of notices of infraction for violations regarding obedience to traffic control devices shall expire on November 12, ((2018)) 2023, unless the city council takes legislative action to extend the authorization.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

**Agenda Sheet for City Council Meeting of:**

06/04/2018

Date Rec'd

5/16/2018

Clerk's File #

ORD C35630

Renews #Submitting Dept

CITY COUNCIL

Cross Ref #Contact Name/Phone

BREEAN BEGGS 6714

Project #Contact E-Mail

BBEGGS@SPOKANECITY.ORG

Bid #Agenda Item Type

First Reading Ordinance

Requisition #Agenda Item Name

0320 WATER INTERTIE ORDINANCE

Agenda Wording

An ordinance relating to future and renewed water intertie agreements; enacting a new Chapter 13.045 to the Spokane Municipal Code.

Summary (Background)

Discussions around upcoming new and renewal intertie agreements brought up concerns from the public regarding sustainable water access for the people of Spokane as well as for our natural resources (river, fish, etc.). This ordinance will codify guidelines for intertie agreements with a focus on sustainable water usage and emergency water access for people in surrounding communities.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? YES

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

MCCLATCHEY, BRIAN

Study SessionDivision DirectorOther

Urban Dev 5/14/18

Finance

BUSTOS, KIM

Distribution ListLegal

SCHOEDEL, ELIZABETH

For the Mayor

DUNIVANT, TIMOTHY

Additional Approvals

PurchasingCITY COUNCIL

MCCLATCHEY, BRIAN

ORDINANCE NO. C 35630

An ordinance relating to future and renewed water intertie agreements; enacting a new Chapter 13.045 to the Spokane Municipal Code.

WHEREAS, the City of Spokane is a regional water purveyor pursuant to the Spokane County Coordinated Water System, Washington State Department of Health, the City of Spokane Comprehensive planning documents and state law; and

WHEREAS, wholesale water supply exchanges between local water purveyors are anticipated by the Washington State Department of Health's Office of Drinking Water, the Spokane County Coordinated Water System, the City of Spokane Comprehensive Plan, and the City of Spokane Comprehensive Water System Plan; and

WHEREAS, state law provides that such wholesale water supply where appropriate can be used for: long-term water supply, to supplement a limited supply of water, to provide water when there is limited capacity, to provide water to meet a peak, or to assist during an emergency situation; and

WHEREAS, state law requires that a coordinated water resource and system plan for an area "shall provide for maximum integration and coordination of public water system facilities consistent with the protection and enhancement of the public health and well-being;" and

WHEREAS, neighboring water purveyors can protect the public by establishing intertie agreements to help ensure the continuous availability of a safe and reliable drinking water supply to all customers; and

WHEREAS, the City currently has intertie agreements with six water purveyors identified within the County Coordinated Water System; these agreements will need to be updated over time, and the potential for other interties exists; and

WHEREAS, the City of Spokane is the largest water purveyor with the most complex system in the region and, as such, has the ability to efficiently and effectively provide water to adjoining purveyors that is safe, reliable, and protects the national resource and environment, allowing the City to assist its smaller water system neighbors; and

WHEREAS, the City is committed to good stewardship practices for its water resources to protect not only the quantity but the quality of water in our region; the City also has identified a strategy and goal around "Smart Use of Water Resources for Economic Growth" as part of its City Council adopted Joint Administration-Council 6-Year Strategic Plan; and

WHEREAS, the City also is committed to enhancing resiliency, and through its Comprehensive Plan, encourages working with adjacent jurisdictions and other water purveyors to facilitate consistent provision of water services and coordinated responses to emergencies; and

WHEREAS, the City recognizes that it derives 100% of its water from the Spokane Valley Rathdrum Prairie Aquifer (“SVRPA”); and

WHEREAS, pumping from the SVRPA may, at certain low flow times of the year, reduce water in the form of ground (aquifer) water inputs to the Spokane River in gaining reaches; and

WHEREAS, aquifer inflow into the Spokane River is important for maintaining the health, wellbeing and viability of the Spokane River and the overall water resource; and,

WHEREAS, an increasing population and climate variability creates competition for scarce water resources that would normally flow through the Spokane River; and

WHEREAS, reducing or limiting new well development that taps into the Aquifer will preserve ground water and prevent contamination of the water supply which is a benefit of providing wholesale water supply to neighboring purveyors; and

WHEREAS, the City recognizes the importance of encouraging and implementing long term conservation measures to support and protect the water resource as well as the health of the Spokane River; where such flows support related wildlife, recreational, and economic activity associated with the River; and

WHEREAS, the City is pursuing its goal to support sufficient flows in the Spokane River during certain low flow times of the year and encourages prudent conservation measures that will provide resiliency to all water supplies in the greater Spokane region; and

WHEREAS, the City also strives to have consistent and understandable policies when dealing with neighboring jurisdictions and water purveyors.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That there is adopted a new Chapter 13.045 of the Spokane Municipal Code to read as follows:

Chapter 13.045 Intertie Agreements and Water Rights

Section 13.045.010 Purpose

The purpose of this Chapter is to codify a consistent and predictable approach to renewed, revised or new water intertie agreements to ensure ongoing conservation and protection of water resources, especially in the Spokane Valley and Rathdrum Prairie Aquifer.

Section 13.045.020 Definitions

- A. “Emergency Water Supply” means unanticipated or unexpected and sudden event requiring additional short term supply of water from the City of Spokane

under terms and conditions as specified in the Agreement between the parties as to duration and volume.

- B. "In-stream Flow Rule" means the Instream Flow rule for the Spokane River as established by Washington State Department of Ecology in Chapter 173- 557 WAC.
- C. "Supplemental Water Supply" means long term supply of water which is an addition to a wholesale water purveyor's existing water supply to provide additional water on a routine basis.

Section 13.045.030 Intertie Guidelines

All renewed, revised or new water intertie agreements shall include the following provisions:

- A. A maximum term no longer than twenty years for supplemental supply and five years for emergency supply, inclusive of renewal options;
- B. Required five year agreement reviews within any term for supplemental supply and two years for any emergency supply;
- C. Definition of maximum water flow rates and maximum annual water volumes for supplemental and emergency water supply;
- D. Provisions regarding sale of wholesale water to other water purveyors for municipal purposes, as applicable.
- E. Provisions regarding collaboration on system loss and efficiency measures within the wholesale customer's infrastructure that meets state standards;
- F. All Parties will have a written water conservation plan with specific reasonable goals and are required to implement and maintain annual water conservation, reduction of system loss in accordance with Chapter 246-290 WAC and efficiency measures with a goal of reducing the annual amount of water consumed per capita year over year especially during Summer and early Fall. The plan will include program effectiveness consultations at least every three years, including documentation of changes in total gallons and per capita use on an annual and seasonal basis;
- G. All Parties shall participate in any drought response water conservation measures triggered by weather conditions and/or Spokane River flows as may be developed and adopted by the City for all retail and wholesale customers with a methodology for reasonable notice included in the contract; and
- H. An acknowledgement by customers that the wholesale water supply may be curtailed or interrupted due to drought, low flows in the Spokane River, or shortage consistent with city code or adopted plans, and such reasonable rules or measures adopted by the water department.

Section 13.045.040 Water Charges

- A. Charges for water will be as established by the wholesale purveyor rate set out in SMC 13.04.2014.
- B. Intertie agreements shall include clear delineation of costs that are the responsibility of the customer, including capital and construction costs, and those that are the responsibility of the City of Spokane.

Section 13.045.050 Water Rights and Seasonal Flow Goals

- A. The City of Spokane shall not sell or transfer any water rights without the approving vote of City Council. The City upon approval of City Council may purchase available water rights if it would be prudent to do so for the purpose of protecting the resource for system resiliency purposes, and/or operational efficiency as provided by Chapter 35.21 RCW.
- B. The City Council will use the best available evidence and science to set written appropriate minimum seasonal river flow goals for the portion of the Spokane River flowing through the City of Spokane in respect to City operations only. Appropriate minimum flow goals set by the City Council may exceed the minimum standard as established by Washington State Department of Ecology in Chapter 173- 557 WAC. Such goals are not intended to overlap the legal jurisdiction of the State of Washington.
- C. The City is committed through its policies and environmental sustainability plan to substantially conserve water and reduce per capita consumption across the City's water distribution system as set out in the City's Water System Plan and water use efficiency goals that are established by City Council Resolution. In order to achieve the City's water use efficiency goals, the City will provide budget support for the following operational and maintenance efforts and policy framework that will improve and protect the regional delivery system's natural water resources, efficiency and effectiveness, including flows in the Spokane River:
 - 1. Conservation educational programming and technical advice;
 - 2. Implementation of conservation measures on city owned property;
 - 3. Programs supporting water conservation equipment and irrigation reduction for all customers;
 - 4. Water re-use programs;
 - 5. Seasonal irrigation efficiency and reduction measures; and
 - 6. Other innovations that will support water conservation goals and increased flows in the Spokane River.
- D. The City's policy is to adhere to its river flow goals by following its conservation measures and efficiency plans developed by the water department, which may include implementing seasonal irrigation measures in accordance with the City's policies and procedures. The City shall develop and periodically update a

comprehensive plan and clear policies and procedures applicable to all customers and classes to achieve its water conservation goals.

Section 13.045.060 Reporting

The Water Department shall provide a written report each February to the City Council that provides for the previous five years, the total number of gallons pumped by the City, the total number of gallons provided by intertie agreements, the revenue from intertie agreements collected and associated costs, the amount of money spent on conservation, the estimated number of gallons of water saved on an annual basis from new City of Spokane conservation efforts, the percentage and number of gallons lost by the water distribution system, the per capita consumption for all customers of the City's water service, and other information that will assist the Council in evaluating the goals of increasing river flows and decreasing the amount of water consumed per capita each year across the City of Spokane's water distribution system.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

**Agenda Sheet for City Council Meeting of:**

06/04/2018

Date Rec'd

5/21/2018

Clerk's File #

ORD C35631

Renews #Submitting Dept

CITY COUNCIL

Cross Ref #Contact Name/Phone

BREEAN BEGGS 6714

Project #Contact E-Mail

BBEGGS@SPOKANECITY.ORG

Bid #Agenda Item Type

First Reading Ordinance

Requisition #Agenda Item Name

0320 LEGACY COMMERCIAL SEWER RATES

Agenda Wording

An ordinance relating to the rates of public utilities and services, amending Section 13.03.1208 of the Spokane Municipal Code.

Summary (Background)

A gap was discovered in the City's policy of offering legacy commercial sewer rates to redeveloped buildings when it was discovered that the rates were not offered when it was an entire property that was redeveloped for low income housing. Legacy rates are important to incentivize growth of low housing income on lots that currently hold dilapidated commercial structures.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? YES

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

MCDANIEL, ADAM

Study SessionDivision DirectorOther

PIES 5/21/18

Finance

BUSTOS, KIM

Distribution ListLegal

PICCOLO, MIKE

For the Mayor

DUNIVANT, TIMOTHY

Additional Approvals

PurchasingCITY COUNCIL

MCDANIEL, ADAM

ORDINANCE NO. C 35631

An ordinance relating to the rates of public utilities and services, amending Section 13.03.1208 of the Spokane Municipal Code.

WHEREAS, the City of Spokane seeks to revitalize vacant legacy commercial buildings and recoup prior utility investments made in connection with those buildings, generate revenue in support of operations, and increase operational efficiencies; and

WHEREAS, the City has already established a successful incentive program for remodeling vacant legacy commercial buildings that provides for charging the utility commercial rate if there is only one water meter in the remodeled building; and

WHEREAS, the City desires to improve the existing incentive program by expanding it to the replacement of vacant legacy commercial buildings where the primary new use of the building is for low income housing; and

WHEREAS, supporting the replacement of vacant legacy commercial buildings will increase revenues and support efficient operations of city utilities; and

WHEREAS, replacing vacant legacy commercial buildings with low income housing will increase economic vitality and reduce crime and the need for publicly funded emergency services within the City; and

WHEREAS, low income housing projects are operationally amenable to using only one meter for domestic water service; and

WHEREAS, the property owner would be responsible for any and all costs associated with reconnecting the replacement building to the water system; and

WHEREAS, the expansion of this program to include replacement for low income housing is consistent with the City's strategic plan.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1: That SMC Section 13.03.1208 is amended to read as follows:

Section 13.03.1208 Combination Domestic/Commercial

- A. Unless the domestic units qualify for another billing category, upon application, consistent with city policy, new redeveloped domestic units located in a commercial, centers and corridor, or downtown zone previously billed commercial, in combination with commercial user facilities, where the account is metered and paid as one account ~~((to))~~ in the utilities billing ((division)) system, shall be billed at the commercial rate as provided in chapter 13.03 SMC.

- B. Effective June 1, 2018, properties which would otherwise qualify under section A, which are located in a commercial, centers and corridor, or downtown zone and were previously billed commercial, which building structures have been demolished after September 30, 2015, and are being or have been redeveloped as a Low Income Domestic Housing complex with units in combination with or without commercial user facilities, where the account is metered and paid as one account in the utilities billing system, shall be billed at the commercial rate as provided in Chapter 13.03 SMC as long as it operates as a Low Income Domestic Housing complex.
1. For purposes of this section, Low Income Domestic Housing Complex shall be defined as having units with an overall average rent that is affordable to residents at 60% or less of Area Median Income (AMI) as determined by HUD's most recent income limits for Spokane County. Overall average rent shall be calculated following the income averaging rules of the Low Income Housing Tax Credit (LIHTC) program.
- C. All costs of further installation or upgrade to existing infrastructure, including fire flow systems and sewer connections, shall be borne by the property owner, without eligibility for waiver.

Passed by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

**Agenda Sheet for City Council Meeting of:**

06/04/2018

<u>Date Rec'd</u>	5/21/2018
<u>Clerk's File #</u>	ORD C35632
<u>Renews #</u>	

Submitting Dept	PLANNING	Cross Ref #	
Contact Name/Phone	TERI STRIPES 625-6597	Project #	
Contact E-Mail	TSTRIPES@SPOKANECITY.ORG	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	0650 - ORDINANCE RELATING TO URBAN UTILITY INSTALLATION PROGRAM		

Agenda Wording

Urban Utility Installation Program established to provide funding to mitigate the cost of the installation of new or upgrades to city-owned public utility infrastructures in the city right-of-way which is associated with the redevelopment of existing

Summary (Background)

The Urban Utility Installation Incentive Pilot, created in 2015 was used in partnership with private sector development/investment. Public dollars were invested in ROW improvements of City infrastructure, so the private investor had the infrastructure available to modernize the building-meeting life safety code requirements. The outcome of this private/public venture is more modern properties being better used.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? YES	

Neutral	\$	#
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	TRAUTMAN, HEATHER	<u>Study Session</u>	
<u>Division Director</u>	KINDER, DAWN	<u>Other</u>	Urban Experience
<u>Finance</u>	HUGHES, MICHELLE	Distribution List	
<u>Legal</u>	RICHMAN, JAMES	dkinder@spokanecity.org	
<u>For the Mayor</u>	DUNIVANT, TIMOTHY	kbecker@spokanecity.org	
Additional Approvals		htrautman@spokanecity.org	
<u>Purchasing</u>		aworlock@spokanecity.org	
<u>CITY COUNCIL</u>	MCDANIEL, ADAM	ebrown@spokanecity.org	
		tstripes@spokanecity.org	
		smsimmons@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

structures or in-fill development with new structures on properties in the approved Target Investment Areas, centers and corridors, as well as Historically Used Commercial Structures, Neighborhood Retail, and listed Historic Properties targeted for in-fill development.

Summary (Background)

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

sbishop@spokanecity.org

eschoedel@spokanecity.org

Briefing Paper

Urban Experience Committee

Division & Department:	Planning Economic Development Team
Subject:	Urban Utility Installation Program Update
Date:	5/14/2018
Author (email & phone):	Department Director, Heather Trautman and Teri Stripes x6597
City Council Sponsor:	Ben Stuckart/Karen Stratton
Executive Sponsor:	Gavin Cooley
Committee(s) Impacted:	Urban Experience and Innovative Infrastructure
Type of Agenda item:	<input type="checkbox"/> Consent X Discussion X Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	<p>Strategic Key Advancement of:</p> <p>Strategies and Tactics:</p> <ul style="list-style-type: none"> • Invest in Key Neighborhoods and Business Centers; esp PDA's • Advance Downtown as Region's Largest and Strongest Center • Invest in Key Public Amenities and Facilities • Increase Housing Quality and Diversity • Maximize Public Assets <p>Expected Outcomes:</p> <ul style="list-style-type: none"> • Property values growing faster than historic averages • We have created an environment to promote mixed income neighborhoods with a diverse range of housing options for all buyers • Total public/private investment and job growth is higher in targeted areas compared with the region <p>Comprehensive Plan, Charter 7 Economic Development:</p> <p>ED 2 LAND AVAILABILITY FOR ECONOMIC ACTIVITIES Goal: Ensure that an adequate supply of useable industrial and commercial</p> <ul style="list-style-type: none"> • Property is available for economic development activities. <p>ED 6 INFRASTRUCTURE Goal: Implement infrastructure maintenance and improvement programs that support new and existing business and that reinforce Spokane's position as a regional center.</p> <p>ED 7 REGULATORY ENVIRONMENT AND TAX STRUCTURE Goal: Create a regulatory environment and tax structure that encourage investment, nurture economic activity, and promote a good business climate.</p> <ul style="list-style-type: none"> • ED 7.4 Tax Incentives for Land Improvement <i>Support a tax structure that encourages business investment and construction where infrastructure exists, especially in centers or other target areas for development.</i> • ED 7.5 Tax Incentives for Renovation

	<i>Use tax incentives and investments to encourage revitalization, modernization, or rehabilitation of deteriorated residential and commercial properties and buildings for new economic activity.</i>
Strategic Initiative:	See above Alignment with Urban Edge
Deadline:	ORD Adoption by May 21, 2018
Outcome: (deliverables, delivery duties, milestones to meet)	Measurable Changes in Utility Use, Utility Tax Revenue, and Property Value will be measured and reported upon annually in the Economic Development Teams Incentive and Target Area vitality report.
<p><u>Background/History:</u> <i>Provide brief history e.g. this is the 3rd and final 5 year extension of the contract which was put in place in 2007.</i></p> <p>The Urban Utility Installation Incentive Pilot, created in 2015 was used in partnership with private sector development/investment. Public dollars were invested in ROW improvements of City infrastructure, so the private investor had the infrastructure available to modernize the building—meeting life safety code requirements. The outcome of this private/public venture is more modern properties being better used.</p>	
<p><u>Executive Summary:</u></p> <p>A Project Team of subject matter experts led by: Gavin Cooley, Scott Simmons, and Jonathan Mallahan and then Dawn Kinder set out to review the incentive's effectiveness and make recommendations on its continuation.</p> <p>Outcomes following the last Urban Experience Committee Briefing 11/13/2017:</p> <ul style="list-style-type: none"> • Administration and Council identified the first \$500,000 for implementation through the development of the Strategic Plan and onetime funding, • The team has devised an implementation strategy to minimize costs and increase certainty • May 2018 present an amended ORD for Council consideration and adoption—draft attached <ul style="list-style-type: none"> ○ An Administrative Policy and Council Resolution with ORD amendments in May. The program will be administered by the Planning Economic Development team and will include: <ul style="list-style-type: none"> ▪ A pre application similar to projects of City Wide Significance (CWS) ▪ Developer type agreement, again similar to CWS ▪ Post construction reimbursement to the developer, similar to CWS <p>Requires no City procurement/bidding: allows the developer to utilize one contractor, adhere to their timeline, assures project completion, and doesn't require contract amendments due to overruns or change orders.</p> 	
<p><u>Budget Impact:</u></p> <p>Approved in current year budget? X Yes <input checked="" type="checkbox"/> No</p> <p>Annual/Reoccurring expenditure? X Yes <input checked="" type="checkbox"/> No</p> <p>If new, specify funding source: Strategic Plan identified the first \$500,000 in Utility Strategic Investments. Ongoing funding will be identified annually during the budget process per the ORD.</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><u>Operations Impact:</u></p> <p>Consistent with current operations/policy? X Yes <input checked="" type="checkbox"/> No</p> <p>Requires change in current operations/policy? X Yes <input checked="" type="checkbox"/> No</p> <p>Specify changes required: ORD amendment</p> <p>Known challenges/barriers:</p>	

ORDINANCE NO. C - 35632

An ordinance relating to Urban Utility Installation Program; amending SMC section 8.10.230.

WHEREAS, the Pilot Urban Utility Installation Project has shown a benefit to utility rate payers; and

WHEREAS, the Pilot Project demonstrated a better utilization of existing infrastructure; and

WHEREAS, the Pilot project has allowed redeveloping properties to modernize—meeting current life safety building and fire code requirements; - - Now, Therefore,

The City of Spokane does ordain:

Section 1. That SMC section 8.10.230 is amended to read as follows:

A. ~~((Pilot))~~ Urban Utility Installation ~~((Project))~~ Program

There is created a ~~((Pilot))~~ Urban Utility Installation ~~((Project))~~ Program established to provide funding to ~~((the City's utilities departments))~~ mitigate the cost of the installation of new or upgrades to city-owned public utility infrastructures in the city right-of-way which is associated with the redevelopment of existing structures or in-fill development with new structures on properties in the ~~((downtown core and in other))~~ approved Target Investment Areas, centers and corridors, as well as Historically Used Commercial Structures, Neighborhood Retail, and listed Historic Properties targeted for in-fill ~~((identified in the Urban Utility Installation Area map))~~ development.

B. Project Eligibility Criteria

1. ~~((The City will coordinate with abutting property owners to install new or upgrade existing public utilities infrastructure located in the city right-of-way. Projects will be evaluated based on objective criteria which includes but is not limited to, the timing and extent of the redevelopment project, project financial resources, increased demand for public utility services, projected utility revenue to the city, and the impact and efficiency of the existing infrastructure. The city administration shall develop criteria consistent with this section for the awarding of project monies which shall be approved by resolution by City Council.))~~ Projects must have a commercial or multi-family use post redevelopment.
2. ~~((Priorities for funding shall include, but are not limited to, the following:~~
 - a. ~~Re-use of buildings (historic preservation);~~

- b. ~~Density & infill mix of housing,~~
 - c. ~~Affordable housing within a development,~~
 - d. ~~Mix use of commercial and retail, and~~
 - e. ~~Increased demand on public utility services.))~~ Projects must be located in a Target Investment Area, designated center & corridor zoned area, or be a Historically Used Commercial structure, a Neighborhood Retail Zoned Property, and/or a listed Historic Property.
3. The property owners shall submit an application for the Urban Utility Installation funding. The application will collect the necessary project details for evaluation.
 4. Vacant undeveloped properties (no buildings) within qualifying areas can receive water and sewer right-of-way installation assistance of up to a maximum of ten thousand dollars (\$10,000).
 5. The rehabilitation of an existing building (occupied or vacant) within qualifying areas can receive water and sewer right-of-way installation assistance of up to a maximum of twenty five thousand dollars (\$25,000).
 6. Qualifying water and sewer right-of-way installation assistance can increase up to a maximum of forty thousand dollars (\$40,000), when other improvements meet additional City Strategic priorities such as Historically Listed Properties, as well as stormwater and/or conservation priorities.

~~((C. — Urban Utility Installation Area))~~

~~((The projects to be funded by Pilot Urban Utility Installation Project shall be located in the Urban Utility Installation Area, which is established in the map set forth in Attachment A, which may be amended by the city council to include other centers and corridors targeted for in-fill development.))~~

~~((D))~~C. Application Process

The applicant shall make application ~~((for project funding to the Utilities Department))~~ on a form supplied by the ~~((department))~~ Planning Department as defined by Administrative Policy. The Urban Utility Installation Program application will be reviewed for completeness and eligibility. The application shall include, but not limited to, information regarding the redevelopment project ((financial funding and any other relevant financial information requested by the planning and development department director)) location, parcel numbers, address, and property owner contact. The information required on the application and provided by the applicant shall demonstrate how the project satisfies the project criteria set forth in this section and the administrative policies.

~~((E))~~D. Initiation and Completion of Projects

Once a project is approved, the City shall ~~((determine when to initiate and complete projects for the installation of new or upgrades to existing city-owned public utility infrastructures in the city right-of-way. Funding for the specific projects shall be allocated to the applicable utilities department pursuant to the City's existing financial transfer procedures))~~ notify the applicant and enter into a contract with the applicant. Upon completion of the project, as outlined in the contract the applicant will seek and be reimbursed eligible costs. This process will be defined by Administrative Policy and the contract.

((F)) E. Funding

Funding for the Urban Utility Installation Program for qualifying projects shall be allocated from the applicable Utility Operating Expenditure and approved in the City's annual budget process pursuant to the City's existing financial transfer procedures.

1. ~~((Increases in utility revenue associated with the installation of new or upgrades to existing public utility infrastructures installed pursuant to this section, including utility hook-up fees and charges, shall be allocated to the Pilot Urban Utility Installation Project.))~~ The city administration shall update the city council annually on the Urban Utility Installation Program including the number of applications, the status of approved and completed projects and the amount of increased property taxes, utility revenue and utility tax benefit.
2. ~~((Individual project funding shall not exceed forty thousand dollars (\$40,000).))~~ The amount of utility revenue generated as a result of this program will be evaluated annually to determine the success of the Urban Utility Installation Program. The Urban Utility Installation Program will sunset after ten years and must be renewed at that time.
3. ~~((As a pilot program, the amount of utility revenue generated will be evaluated over the course of five years to determine the success of the Project. The program will sunset after five years and must be renewed at that time.))~~

((G)) E. Administrative Policy.

The city administration shall develop policies and procedures to implement the provisions of this section, which shall be approved by resolution of the city council. Such policies and procedures must be consistent with and shall not conflict with the provisions of this section. The policies and procedures may include provisions developing the criteria necessary to award project funding.

((H))

~~((The city administration shall update the city council at least twice a year on the Pilot Urban Utility Installation Project program including the number of~~

~~applications, the status of approved and completed projects and the amount of increased property taxes.))~~

Date Passed: Monday, September 15, 2014

Effective Date: Saturday, November 1, 2014

ORD C _____ Section 1

PASSED BY THE CITY COUNCIL ON _____, 2018.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

CITY OF SPOKANE ADMINISTRATIVE POLICY AND PROCEDURE	ADMIN
TITLE: URBAN UTILITY INSTALLATION PROGRAM POLICY EFFECTIVE DATE: REVISION EFFECTIVE DATE: N/A	

1.0 GENERAL

1.1 The purpose of this policy is to provide uniform operating rules and procedures for the consideration and award of financial reimbursement to development and investment project(s) constructed in the public right-of-way under the City of Spokane Urban Utility Installation Program SMC 08.10.230.

1.2 TABLE OF CONTENTS

- 1.0 GENERAL
- 2.0 DEPARTMENTS/DIVISIONS AFFECTED
- 3.0 REFERENCES
- 4.0 DEFINITIONS
- 5.0 POLICY
- 6.0 PROCEDURE
- 7.0 RESPONSIBILITIES
- 8.0 APPENDICES

2.0 DEPARTMENTS/DIVISIONS AFFECTED

This Policy shall apply to all City Departments.

3.0 REFERENCES

City Council Resolution _____
City Council Ordinance _____
Spokane Municipal Code SMC 08.10.230

4.0 DEFINITIONS

- 4.1 “City” refers to the City of Spokane.
- 4.2 “Director” means Director of Business and Development Services, or designee.

- 4.3 “Qualified Project” means an infrastructure public improvement which has received an initial determination and/or entered into a contract with the City for reimbursement by the Urban Utility Installation program as applicable under the program.
- 4.4 “Public improvements” means installation of new or upgrades to city-owned public utility infrastructures located within the city right-of-way.
- 4.5 “Public improvement costs” means the costs of permits, construction, reconstruction, rehabilitation, improvement, and installation of new or upgrades to city-owned public utility infrastructures located within the city right-of-way.
- 4.6 “Private development” means land or property development undertaken on private property; plot of land, etc. and not located within the city right-of-way.

5.0 POLICY

- 5.1 Projects must have a commercial or multi-family use post redevelopment.
- 5.2 Projects must be located in a Target Investment Area and/or in a designated Center & Corridor Zoned area, or be a Historically Used Commercial structure, a Neighborhood Retail Zoned Property, and/or a listed Historic Property.
- 5.3 Vacant undeveloped properties (i.e. no buildings) located within qualifying areas may be eligible to receive water and sewer right-of-way installation assistance and reimbursement of up to a maximum of ten thousand dollars (\$10,000).
- 5.4 The rehabilitation of an existing building (i.e. occupied or vacant) located within qualifying areas may be eligible to receive water and sewer right-of-way installation assistance and reimbursement of up to a maximum of twenty five thousand dollars (\$25,000).
- 5.5 For those properties which qualify, water and sewer right-of-way installation assistance may be eligible to increase up to a total of forty thousand dollars (\$40,000), when other improvements meet additional City Strategic priorities such as Historically Listed Properties, as well as stormwater and/or conservation priorities.
- 5.6 Any financial assistance and reimbursement awarded to individual projects under this program is limited to those investments made within the public right-of-way..

6.0 PROCEDURE

- 6.1 Potential applicants shall complete and submit to the City Planning Department the Pre-Eligibility Application, included in as Attachment A.
 - 6.1.1 A completed Pre-Eligibility Application is one that fully answers all questions listed on the Application.
- 6.2 The completed Pre-Eligibility Application will be reviewed by Planning Economic Development Staff, and, if approved, the applicant will be notified they are eligible to enter into a Contract with the City.
- 6.3 The Planning Director will make the final decision on funding the project. No individual project funded by the City shall exceed the qualifying limits defined in SMC 08.10.230.
- 6.4 Projects which meet all criteria in SMC 08.10.230 shall be funded in the order in which the application was received until the City reaches the annual limit on the funding as defined in the City's adopted budget.
- 6.5 Upon approval of the Pre-Eligibility Application, the applicant will be required to enter in to a contract with the City, which outlines the applicant's obligations and requirements regarding reimbursement following construction completion.

7.0 RESPONSIBILITIES

- 7.1 The City of Spokane Planning Department and Economic Development Staff shall administer this Policy.
 - 7.1.1 Economic Development Staff will be responsible for receiving and processing applications as well as making recommendations to the Director for approving applications which meet the criteria.
 - 7.1.2 Economic Development Staff will be responsible for providing updates to the Director of Public Works and Utilities and the City Council annually regarding the projects and program funding needs.

8.0 APPENDICES

- Attachment A: Urban Utility Installation Pre-Eligibility Application
- Attachment B: Contract Template
- Attachment C: Reimbursement Agreement Template

APPROVED BY:

City Attorney

Date

Director

Date

City Administrator

Date

**Agenda Sheet for City Council Meeting of:**

06/04/2018

<u>Date Rec'd</u>	5/23/2018
<u>Clerk's File #</u>	ORD C35633
<u>Renews #</u>	

Submitting Dept	CITY COUNCIL	Cross Ref #	
Contact Name/Phone	BREEAN BEGGS 6714	Project #	
Contact E-Mail	BBEGGS@SPOKANECITY.ORG	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	0320 WEB POSTING OF INTERNAL AFFAIRS INVESTIGATION REPORTS		

Agenda Wording

An ordinance providing an option for public web posting as a response to some public records requests; enacting a new chapter 03.10A of the Spokane Municipal Code.

Summary (Background)

This ordinance provides an option for public web posting as a response to public records requests for completed Internal Affairs reports, criminal investigations of officer involved deaths and shootings in their entirety, and related body camera footage

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	

Neutral	\$	#
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	MCDANIEL, ADAM	<u>Study Session</u>	
<u>Division Director</u>		<u>Other</u>	Public Safety on 4/9/18
<u>Finance</u>	BUSTOS, KIM	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE		
<u>For the Mayor</u>	DUNIVANT, TIMOTHY		

Additional Approvals

<u>Purchasing</u>		
<u>CITY COUNCIL</u>	MCDANIEL, ADAM	

ORDINANCE NO. C-35633

An ordinance providing an option for public web posting as a response to public records requests for completed Internal Affairs reports, criminal investigations of officer involved deaths and shootings in their entirety, and related body camera footage; enacting a new chapter 03.10A of the Spokane Municipal Code.

WHEREAS, the City of Spokane and its police department strive toward utmost transparency in the effort of enhancing the public trust; and

WHEREAS, Internal Affairs previously posted their completed investigation reports in their entirety, but terminated that practice in 2016 and instead began posting summaries of the investigations; and

WHEREAS, the police department currently publicly posts all use of force reports on the City of Spokane's website; and

WHEREAS, the Office of Police Ombudsman has requested that Internal Affairs complaints, investigations, and body camera footage be posted publicly on the City of Spokane's website; and

WHEREAS, the Police Department has access to software which it can use to speed up the process of redacting complaints and investigations; and

WHEREAS, the voters of Spokane have consistently requested enhanced transparency concerning law enforcement conduct in Spokane; and

WHEREAS, the Washington Public Records Act ("PRA") contains several exemptions for records of agency investigations, and requires the redaction of the identifying information of crime victims and of officers who have been accused of misconduct but have been determined not to have committed misconduct; and

WHEREAS, the PRA allows cities to respond to public records requests by posting responsive records on a public website and directing the requestor to that website in lieu of providing the records directly; and

WHEREAS, investigations of officer involved deaths, shootings and internal affairs complaints are matters of great public interest and regularly attract multiple requests for records for the same incident; and

WHEREAS, responding to multiple requests with one web-posting will save money and personnel resources and create more consistent responses; and

WHEREAS, the City Council has committed to providing dedicated funding for an employee to redact and post investigation reports and body camera footage to the City's website.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That there is enacted a new chapter 03.10A of the Spokane Municipal Code to read as follows:

Chapter 03.10A Internal Affairs Investigations
Section 03.10A.010 Purpose; Intent

- A. The City of Spokane intends to ensure that the Spokane Police Department and its Internal Affairs wing perform at the highest levels of transparency possible without sacrificing public safety or legally recognized privacy concerns of all community members, including public employees.
- B. The City of Spokane intends to ensure that community members who file complaints against members of the Spokane Police Department are afforded, if requested, the maximum privacy allowed under the Washington Public Records Act.
- C. The City intends to ensure that all residents have barrier-free access to the public workings of the Spokane Police Department, including:
 - 1. Internal Affairs complaints in their entirety, redacted for privacy and other public records exemptions;
 - 2. Internal Affairs investigations in their entirety, redacted for privacy and other public records exemptions;
 - 3. Officer involved shooting investigations in their entirety, redacted for privacy and other public records exemptions;
 - 4. Officer involved death investigations in their entirety, redacted for privacy and other public records exemptions; and,
 - 5. Video from on-duty officer-worn body cameras directly related to any encounter by a law enforcement officer that leads to the investigation of an internal affairs complaints, an officer involved shooting or officer involved death, redacted for privacy and other public records exemptions, including the provisions of RCW 42.56.240(14(e); and,
 - 6. Use of Force Reports.

Section 03.10A.020 Web Publication of Responses to Public Records Requests

- A. If requested by a person or entity making a public records request in lieu of providing the records directly, the Spokane Police Department will post to the City of Spokane's website:
1. Internal Affairs complaints in their entirety, redacted for privacy and other exemptions authorized by the Public Records Act, RCW 42.56;
 2. Internal Affairs investigations in their entirety, redacted for privacy and other exemptions authorized by the Public Records Act, RCW 42.56;
 3. Use of Force reports in their entirety, redacted for privacy and other exemptions authorized by the Public Records Act, RCW 42.56;
 4. Officer involved shooting investigations in their entirety, redacted for privacy and other exemptions authorized by the Public Records Act, RCW 42.56;
 5. Officer involved death investigations in their entirety, redacted for privacy and other exemptions authorized by the Public Records Act, RCW 42.56; and
 6. Video from on-duty officer-worn body cameras directly related to any encounter by a law enforcement officer that leads to the investigation of an internal affairs complaint, an officer involved shooting or officer involved death, redacted for privacy and other public records exemptions, including the provisions of RCW 42.56.240(14)(e).
- B. A requestor who chooses web publication in lieu of being provided records directly shall not be charged for the production of public records to the City of Spokane website except as otherwise provided for in this chapter.
- C. All persons who file a complaint against a member of the Spokane Police Department will be asked at the time they make their complaint if they want their identifying information to remain confidential to the degree legally permissible by the Public Records Act at RCW 42.56 and such a preference will be recorded with the complaint to assist in processing public records requests with appropriate notification and redaction.
- D. Any person who files a complaint with the Office of Police Ombudsman against a member of the Spokane Police Department may request at the time they file their complaint that any public records requests involving their complaint not be posted to the City of Spokane's website and that request will be noted when it is transferred to IA and be honored as an exception to the web publication requirements of this chapter, but will not otherwise impact the production in response to a relevant public records request. Such a request does not prevent the Department from posting a summary of the person's complaint and any related investigation.
- E. All Use of Force reports involving members of the Spokane Police Department shall be posted to the City of Spokane's website.

- F. The requirements in this chapter of offering web posting in response to public records requests shall only apply to records regarding events that occurred after December 31, 2015.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

**Agenda Sheet for City Council Meeting of:**

06/04/2018

<u>Date Rec'd</u>	5/18/2018
<u>Clerk's File #</u>	ORD C35634
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	KAREN 6291
Contact E-Mail	KSTRATTON@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Agenda Item Name	0320 BUDGET CONTROLS ORDINANCE

Agenda Wording

An ordinance relating to budget controls; amending section 03.07.230; enacting new sections 03.07.340, 03.07.350, 03.07.360, and 03.07.370 of the Spokane Municipal Code.

Summary (Background)

This ordinance: ends the future use of employment service contracts, requires that all City of Spokane employment opportunities be adopted in the annual budget or by special budget ordinance before advertisement. Creates exception for temp/seasonal and project employees, and requires all vacant positions be budgeted at the Step 1 level.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Select \$		#
Select \$		#
Select \$		#
Select \$		#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	MCDANIEL, ADAM	<u>Study Session</u>
<u>Division Director</u>		<u>Other</u> Finance & Administration
<u>Finance</u>	DUNIVANT, TIMOTHY	Distribution List
<u>Legal</u>	PICCOLO, MIKE	tdunivant@spokanecity.org
<u>For the Mayor</u>	DUNIVANT, TIMOTHY	cmarchand@spokanecity.org
<u>Additional Approvals</u>		
<u>Purchasing</u>		
<u>CITY COUNCIL</u>	MCDANIEL, ADAM	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

The ordinance requires financial justification when an employee is hired at a level higher than Step 1 or is promoted to a step beyond the employee's next successive step in the current range, prohibits the base salary of any City employee from being more than 4 times the median household income of the city of Spokane unless making four times city of Spokane MHI as of January 1, 2018, prohibits out-of-classification pay for Division Directors or Department Heads unless working out-of-classification as the City Administrator, and automatically expires vacant line-item positions that have not been filled within sixty days of budget or special budget ordinance approval. The expired funds go automatically to the department's reserves.

Fiscal Impact		Budget Account	
Select	\$		#
Select	\$		#
Distribution List			

ORDINANCE NO. C35634

An ordinance relating to budget controls; amending section 03.07.230; enacting new sections 03.07.340, 03.07.350, 03.07.360, and 03.07.370 of the Spokane Municipal Code.

Section 1. That section 03.07.230 of the Spokane Municipal Code is amended to read as follows:

Section 03.07.230 Nonrepresented Employee Personal Service Contracts

- A. All ~~((new, amended or renegotiated personal service contracts or))~~ letters of appointment for nonrepresented employees shall either be subject to final approval by the ~~((city council))~~ City Council or negotiated within the parameters set forth by the ~~((city council))~~ City Council by ordinance ~~((or within existing personnel procedures adopted by the city council))~~. All new, amended or renegotiated ~~((personal service contracts or))~~ letters of appointment for nonrepresented employees shall contain as a condition of employment that the nonrepresented employee shall be subject to the Code of Ethics, chapter ~~((1.04))~~ 01.04A, SMC.
- B. The City of Spokane shall not enter into any new personal service contracts upon the effective date of this chapter.

Section 2. That there is adopted a new section 03.07.340 of the Spokane Municipal Code to read as follows:

Section 03.07.340 Budget Approval Prior to City Employment Advertisement

- A. All City employment opportunities shall be approved as a detailed line item in the annual budget or by a special budget ordinance prior to being advertised for applicants.
- B. This section shall not apply to City of Spokane temporary or seasonal employment opportunities.

Section 3. That there is adopted a new section 03.07.350 of the Spokane Municipal Code to read as follows:

Section 03.07.350 Salary Grades and Steps

- A. All vacant positions shall be budgeted at the lowest step in the salary grade based on the range listed in the job description created by Human Resources or Civil Service.

- B. The City Council shall be provided a financial justification at the appropriate Council committee whenever a vacant position will be filled at a higher step than the lowest step in the salary grade or whenever an employee is promoted to a step beyond the employee's next successive step in the current range.
- C. At no time shall the base salary of any City employee be more than four (4) times the median household income of the city of Spokane. This provision shall not retroactively apply to any City employee who has a base salary of more than four (4) times the median household income of the city of Spokane as of January 1, 2018.

Section 4. That there is adopted a new section 03.07.360 of the Spokane Municipal Code to read as follows:

Section 03.07.360 Out-of-Classification Assignments

- A. When an employee is called upon to fill a temporary vacancy in a higher level classification and that employee performs the full range of duties of that higher level position, the employee shall be paid the appropriate step of the salary range of the higher level position.
- B. Division directors and department heads shall not be eligible for out-of-classification pay unless filling a temporary vacancy in the position of City Administrator.

Section 5. That there is adopted a new section 03.07.370 of the Spokane Municipal Code to read as follows:

Section 03.07.370 Vacant Positions

- A. All funds allocated to a nonrepresented vacant position adopted in the annual budget or by special budget ordinance shall expire if not filled within sixty (60) days of the vacancy.
- B. The funds allocated to expired vacant nonrepresented positions shall be transferred to that department's reserves.
- C. The expired vacant nonrepresented position may be restored by special budget ordinance adopted by the City Council pursuant to Section 19 of the City Charter.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date